



CHILDREN'S TRUST
OF ALACHUA COUNTY

COVER PAGE

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|---|---|
| REQUEST FOR PROPOSAL (RFP) #: | 2022-03 |
| PROJECT TITLE: | Summer Camp and Enrichment Services |
| CTAC CONTACT and CTAC EMAIL ADDRESS: | Procurement@childrenstrustofalachuacounty.us |
| SUBMIT A QUESTION: | https://www.childrenstrustofalachuacounty.us/bc-procurement/webform/ga-webform-summer-camp-enrichment-services-rfp-2022-03 |
| LAST DAY FOR QUESTIONS REGARDING THIS RFP | Wednesday 2/9/2022, 6 PM ET |
| AVAILABLE FUNDING: | \$1,100,000 |
| ANTICIPATED CONTRACT TERMS: | April 1st, 2022 – September 30th, 2022, renewable up to two additional contract years |
| WEBSITE: | https://www.childrenstrustofalachuacounty.us/ |
| RFP ISSUE DATE: | January 14 th , 2022 |
| SUBMISSION DEADLINE: | February 18 th 2021, 3 PM ET |
| PHYSICAL ADDRESS: | 802 NW 5 TH Avenue Suite 100 Gainesville, FL 32601 |
| MAILING ADDRESS: | P.O. Box 5669 Gainesville, FL 32627 |

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SECTION 1: INTRODUCTION

A. Notice to Prospective Contractors

Prospective contractors should carefully review this solicitation for defects and questionable or objectionable matter. Comments concerning defects and questionable or objectionable matter must be made to the Children's Trust of Alachua County (CTAC) Project Manager via the link on the Request for Proposal (RFP) cover page and must be received by the CTAC prior to the deadline for written questions also shown on the cover page. The date limitation for posing questions will permit CTAC to issue any necessary corrections and/or addenda to this RFP in time for all prospective contractors to react by adjusting, if needed, their proposals. A summary of all questions from prospective contractors and CTAC responses to those questions will be posted by RFP number on the CTAC's website site.

Prospective contractors are prohibited from communicating directly with any CTAC employee or CTAC Board member except as specified in this RFP, and no CTAC employee or representative other than the CTAC's Project Manager is authorized to provide any information or respond to any question or inquiry concerning this RFP. Prospective contractors may contact the CTAC's Project Manager solely via the questions link. Prospective contractors that fail to conform to this requirement may be disqualified from participation in this procurement. The Project Manager may provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified prospective contractors with a disability. Prospective contractors requiring accommodation shall submit requests in writing, with supporting documentation justifying the accommodation, to the Project Manager. The Project Manager reserves the right to grant or reject any request for accommodation in accordance with Federal ADA guidelines.

Late proposals will not be accepted. Errors in the proposals or non-responsive proposals may be corrected by the proposer during the negotiation process. However, prospective contractors are advised that they should endeavor to submit responsive, error-free proposals on time because failure to do so may result in rejection of their proposal. The CTAC will facilitate one-on-one meetings, by appointment only, to answer any technical questions regarding application materials. Prospective contractors can use this opportunity to ensure that all required forms are being submitted appropriately. The CTAC will not be able to discuss or provide guidance on a prospective contractors' response to this RFP.

Prospective contractors that receive this RFP from the CTAC web site or from any source other than the Project Manager and wish to assure receipt of any addenda or additional materials related to this RFP, should immediately contact the Project Manager and provide their contact information so that RFP addenda and other communications related to this procurement can be sent to them. It is the prospective contractor's responsibility to assure that all addenda have been reviewed and, if need be, signed and returned or noted in the proposal.

A copy of all inquiries along with the CTAC response will be posted on CTAC's website as shown on the cover page.

B. Overview of the Children's Trust of Alachua County

The Children's Trust of Alachua County (CTAC) funds and supports a coordinated system of community services that allows all youth and their families to thrive. Established as an Independent Special District in 2018, the CTAC vision is to facilitate equitable access and opportunities for all children and families in Alachua County to ensure every child reaches their maximum potential.

Four strategic priorities include:

- A. All children are born healthy and remain healthy.
- B. All children can learn what they need to be successful.
- C. All children have nurturing, supportive caregivers, and relationships.
- D. All children live in a safe community

MISSION STATEMENT

The Children’s Trust of Alachua County funds and supports a coordinated system of community services that allows all youth and their families to thrive.

VISION STATEMENT

Facilitate equitable access and opportunities for all children and families in Alachua County to ensure every child reaches their maximum potential.

GUIDING PRINCIPLES

Guiding Principles are utilized within organizations as a method to align behaviors, guide decision making, and provide consistency with the Trust’s Board values. The Trust’s Board and stakeholders identified the following guiding principles:

1. Initiatives should ensure accessibility to universal supports for all children 0 to 18 and their families, targeted supports for those who need additional help, and place-based supports for those with the greatest need.
2. Innovative initiatives should be funded that coordinate comprehensive systems of support and delivers those supports in collaborative ways that allows the Trust to achieve collective impact.
3. Initiatives shall be evaluated based on their ability to ultimately impact all children, directly or indirectly, with a priority for long-term continual return on investment.
4. Initiatives must be measurable with priority given to a comprehensive system of supports that provide for prevention, timely intervention, and services that strengthen families and produce achievable results.
5. Initiatives must be aligned to a documented gap or need.
6. Funds will be invested and initiatives will be prioritized based on the highest educational, social, or emotional outcome value.
7. Initiatives will be evaluated in an open, transparent, and competitive manner in order to ensure equitable results and confidence in the process.
8. The Trust values fiscal and operational accountability and will fund partners in a manner that rewards efficiencies, takes advantage of economies of scale, and maximizes services to children or family members/support members in order to meet the educational, social, emotional, and/or physical health.
9. The complete portfolio of Trust investments shall be reviewed to ensure that Alachua County children and families have equitable access to services that will work to increase racial equity.
10. Prior to any funding decision, the direct impact on children must be the primary consideration.

C. Eligible Applicants

Eligible applicants may be governmental entities, for-profit or not-for-profit organizations, or faith-based organizations providing services within Alachua County. Applicants should be currently qualified to conduct business in the State of Florida, under the laws of Florida, and must be qualified to conduct business on or before the service and contract start date(s). Eligible applicants must remain qualified to conduct business in the State of Florida for the duration of their service award. All contractors will be required to have current general liability insurance before contracts can be executed.

The CTAC is prohibited from contracting with programs that are under the exclusive jurisdiction of the public school system. Additionally, Alachua County Public Schools is not eligible for funding. Applicants that operate a

charter school are also ineligible for funding. However, collaboration with the public school system and leveraged use of school resources by applicants are encouraged.

D. Solicitation Timeline

| EVENT | DATE / DUE DATE |
|--|--|
| Release of the competitive solicitation and begin the Cone of Silence | Friday, 1/14/2022 |
| <p>January 19, 2022 - Bidders' Conference and Application Training https://us02web.zoom.us/j/8446121162</p> <p>February 2, 2022 - Bidders' Conference and Application Training https://us02web.zoom.us/j/8446121162</p> <p>Note both trainings will cover the same content but offered twice for ease of participation (attendance is highly recommended)</p> | <p>Wednesday, 1/19/2022 9 AM to 10:30 AM Bidders' and Application Training</p> <p>OR</p> <p>Wednesday, 2/02/2022 6PM to 7:30 PM Bidders' and Application Training</p> |
| <p>Technical Assistance Office Hours One-on-one appointments can be scheduled to answer any technical questions regarding application materials. (Send email to Procurement@childrenstrustofalachuacounty.us to schedule an appointment)</p> | Week of February 7th |
| Last day to submit written questions | Wednesday, 2/09/2022 6 PM E.T. |
| Final response to all written questions posted | Thursday, 2/10/2022 |
| Application Submission Deadline | Friday, 2/18/2022 3PM E.T. |
| Application Review Period | 2/19/2022 - 2/25/2022 |
| <p>Public Evaluation of Applications Zoom registration link: https://us02web.zoom.us/j/8446121162</p> | Tuesday, March 1st, 2022 @ 2pm |
| Funding recommendations released; end cone of silence | Monday, 3/07/2022 |
| The Children's Trust of Alachua County Board Meeting review funding recommendations | Monday, 3/14/2022 |
| Appeal review meetings if needed | Tuesday, 3/15/2022 |
| Contract negotiations begin | Wednesday, 3/16/2022 |
| Contracts begin | April 1st, 2022 |

SECTION 2: FUNDING OPPORTUNITY

A. Overview of Solicitation

CTAC seeks to expand access to safe and enriching Out of School Time (OST) programming for children from low-income families living in Alachua County by funding organizations that have a positive impact on children, youth, and families to support a continuum of quality programming. Through this solicitation, CTAC is seeking proposals for the following services:

Summer Camp Services will:

- Offer ongoing in person summer camp services and programming that serves children and families
- Serve low-income children who reside in Alachua County entering grades K to 12th
- Recruit eligible children for full and/or partial summer camp scholarships
- Implement creative, innovative programming that meets the needs and interests of children enrolled
- Employ highly qualified staff members capable of developing strong, positive relationships with youth participants.
- Host summer camp services at sites that are safe and enriching environments
- Employ least one staff member that is available onsite trained in first aid and infant and child cardiopulmonary resuscitation (CPR) procedures
- Ensure minimum staff ratios are 1:20 and all staff have Level 2 background screenings

Enrichment Providers will:

- Partner with eligible sites to offer enrichment activities to OST programs across Alachua County.
- Facilitate enrichment activities that offer youth the opportunity to learn and explore specialty activities (such as STEM, Fitness, Arts, etc.) that would not otherwise be available through their OST programming.
- Ensure all staff working with youth have Level 2 background screenings
- Serve low-income children who reside in Alachua County entering grades K to 12th

The CTAC intends to award up to \$1,100,000 in Summer Camp and Enrichment Provider Services.

Successful applicants will be required to enter a contract with the CTAC for the services requested in this RFP within two weeks of funding announcements. Organizations submitting a proposal must be prepared to use the CTAC's standard contract form rather than its own contract form. ***A Model Contract for Services is attached to this RFP. The CTAC intends to award a contract substantially in the form of the attached Model Services Contract to the selected contractors.***

At A Glance - Summer and Enrichment Services

| | Summer Camp | Enrichment Services |
|------------------------------------|---|---|
| Minimum Requirements to Bid | All proposed services must take place within Alachua County. <ul style="list-style-type: none"> a) Applicant must be currently qualified to conduct business in the State of Florida. b) Applicant must not be a charter school approved by any public school system in the State of Florida. c) Applicant must have experience working with youth in out-of-school time and focus on promoting positive youth development in a safe and enriching environment. d) Applicant must plan to offer in-person youth development services in 2022 | |
| Target Population | Children from low-income families living in Alachua County and who are rising kindergarteners (five years old on or before September 1st) through rising 12th graders | |
| Programming Activities | CTAC seeks to fund providers offering a range of programming activities. Applicants have the flexibility to implement creative, innovative programs that meet the needs and interests of children enrolled in their programming | |
| Overview Services | Summer Camp services to offer eligible Alachua County children full or partial camp scholarships. | Partner with eligible sites across Alachua County to offer enrichment activities that offer youth the opportunity to learn and explore specialty activities (such as STEM, Fitness, Arts, etc.) that would not otherwise be available through their OST programming |
| Contract Terms | Initial contract terms: April 1 st – September 30 th , 2022, renewable up to two years for the following terms: - April 1 st 2023 to September 30 th , 2023 - April 1 st 2024 to September 30 th , 2024 | Initial contract terms: April 1 st – September 30 th , 2022, renewable up to two years for the following terms: - October 1 st 2022 to September 30 th , 2023 - October 1 st 2023 to September 30 th , 2024 |
| Staffing | <ul style="list-style-type: none"> - All Contractors must identify one program director to administer the program - All staff working in CTAC-funded programs must comply with Level 2 background screening and fingerprinting - Ratio no greater than 1:20 ratio of staff /youth - At least one staff member per site with infant and child CPR/first aid training | <ul style="list-style-type: none"> -All Contractors must identify one program director to administer the program - All staff working in CTAC-funded programs must comply with Level 2 background screening and fingerprinting |
| Performance Measures | <p>Quantity: How much? Number of children enrolled – full and partial scholarships Number of program days</p> <p>Quality/Effort: How well are services provided? Weekly Attendance 100% of enrolled children will attend at least 1 day per week for the expected program length Site Monitoring (developed by CTAC staff)</p> <p>Client Benefits: Is anyone better off? 80% of children enjoyed camp activities 75% of parents satisfied with registration process 85% parents satisfied with camp activities 90% of parents felt their kids were safe at camp 80% of parents satisfied with camp communication 85% of families enjoyed the overall camp experience</p> | <p>Quantity: How much? # of Sites Served # of Sessions</p> <p>Quality/Effort: How well are services provided? Avg Session Attendance Activity Monitoring (developed by CTAC staff)</p> <p>Client Benefits: Is anyone better off? Partner Satisfaction Surveys (developed by CTAC staff)</p> |
| Compensation | Awarded provider will be paid on a fee for service basis for weekly summer scholarships. Providers are eligible for a 25% advance payment and can be reimbursed for approved expenses for materials, fieldtrips, and transportation, background checks. | Awarded provider will be paid on a fee for service basis for sessions delivered. Providers are eligible for a 25% advance payment and can be reimbursed for approved expenses for background checks. |

B. Term of Services

Successful applicants will be awarded contracts based on services proposed:

Summer Providers

Successful applicants will be awarded an initial contract with service dates between April 1, 2022, through September 30th, 2022. Contracts will be fee for service, based on actual enrollment and weekly attendance of children eligible for full and partial summer camp scholarships. CTAC reserves the right to renegotiate terms annually. Contracts awarded may be renewed for two additional years, for a total of three years of funding with annual performance reviews, for the following terms:

- April 1st, 2023, to September 30th, 2023
- April 1st, 2024 to September 30th, 2024

Enrichment Providers

Successful applicants will be awarded an initial contract with service dates between April 1, 2022, through September 30th, 2022. Contracts will be fee for service, based on the number of sessions delivered. CTAC reserves the right to renegotiate terms annually. Contracts awarded may be renewed for two additional years, for a total of three years of funding with annual performance reviews, for the following terms:

- October 1st, 2022 to September 30th, 2023
- October 1st, 2023 to September 30th, 2024

C. Minimum Requirements to Bid

Organizations can apply for funding based on the following requirements:

- A. All proposed services must take place within Alachua County.
- B. Applicant must be currently qualified to conduct business in the State of Florida.
- C. Applicant must not be a charter school approved by any public school system in the State of Florida.
- D. Applicant must have experience working with youth in out-of-school time and focus on promoting positive youth development in a safe and enriching environment.
- E. Applicant must plan to offer in-person youth development services in 2022

D. Scope of Service

The CTAC seeks to expand access to safe and enriching programming for children from low-income families living in Alachua County.

Target Population:

The target population for this RFP is children from low-income families living in Alachua County and who are rising kindergarteners (five years old on or before September 1st) through rising 12th graders.

Summer camp providers will recruit and enroll children into summer camp programming under the following guidelines:

- Full scholarships eligible for children that meet any of the below criteria:
 1. Children from families at or below 200% [2021 federal poverty threshold](#)
 2. Children with Individualized Educational Plan (IEP) and/or 504 plans
 3. Children in foster care
 4. Children in voluntary and formal kinship care
 5. Children under in-home case management supervision, and/or
 6. Children from families receiving SNAP benefits
- Partial scholarships for children that meet any of the below criteria:
 1. children from families between 200% - 400% 2021 federal poverty level

| # Of Persons in Household | 2021 Federal Poverty Level for the 48 Contiguous States (Annual Income) | | | | | | |
|---|---|----------|----------|----------|----------|-----------|-----------|
| | 100% | 133% | 138% | 150% | 200% | 300% | 400% |
| 1 | \$12,880 | \$17,130 | \$17,774 | \$19,320 | \$25,760 | \$38,640 | \$51,520 |
| 2 | \$17,420 | \$23,169 | \$24,040 | \$26,130 | \$34,840 | \$52,260 | \$69,680 |
| 3 | \$21,960 | \$29,207 | \$30,305 | \$32,940 | \$43,920 | \$65,880 | \$87,840 |
| 4 | \$26,500 | \$35,245 | \$36,570 | \$39,750 | \$53,000 | \$79,500 | \$106,000 |
| 5 | \$31,040 | \$41,283 | \$42,835 | \$46,560 | \$62,080 | \$93,120 | \$124,160 |
| 6 | \$35,580 | \$47,321 | \$49,100 | \$53,370 | \$71,160 | \$106,740 | \$142,320 |
| 7 | \$40,120 | \$53,360 | \$55,366 | \$60,180 | \$80,240 | \$120,360 | \$160,480 |
| 8 | \$44,660 | \$59,398 | \$61,631 | \$66,990 | \$89,320 | \$133,980 | \$178,640 |
| Add \$4,540 for each person in household over 8 persons | | | | | | | |

Note: Children receiving school readiness funds at a site are not eligible for Children’s Trust summer scholarship funds

Enrichment providers will partner with eligible sites across Alachua County to offer enrichment services. Eligible sites for enrichment services must meet the following criteria and sign a site agreement with each awarded provider:

- Site must be located in Alachua County
- Site must service a high percentage of children that meet one or more of the following eligibility criteria
 - Children from families at or below 400% 2021 [federal poverty threshold](#)
 - Children with Individualized Educational Plan (IEP) and/or 504 plans
 - Children in foster care
 - Children in voluntary and formal kinship care
 - Children under in-home case management supervision, and/or
 - Children from families receiving SNAP benefits
- Site must service children in grades K to 12th with OST programming
- Enrichment services must not duplicate any existing services offered by the site

Programming Activities

The CTAC seeks to fund providers offering a range of programming activities. Applicants have the flexibility to implement creative, innovative programs that meet the needs and interests of children enrolled in their programming. Based on a summer needs assessment and recommendations completed by [Youth Development Research-Practice Partnership \(YDRPP\)](#) in 2021, CTAC is in the process in building a supportive ecosystem where all children can thrive. The priority in building the foundation of a thriving ecosystem is to offer activities under the transformative learning section of the conceptual framework including activities that focus on academic, enrichment, exploratory, and physical, health, play and recreation. Applicants will describe how they will implement at least one type of activity under this RFP but are not required to offer more than one type of activity programming. Summaries of activities are listed below for reference.

Transformative Learning:

- **Academic:** activities that are designed to improve success in school. Typically, these activities are led by highly trained staff such as certified teachers and/or tutors.
- **Enrichment:** activities that broaden knowledge and/or culture. Enrichment can cover various topics, including but not limited to STEM/STEAM, arts, music, and environmentalism.
- **Exploratory:** activities that engage in active inquiry, decision making, and problem solving.
- **Physical, Health, Play and Recreation:** activities that allow for fun, physical activity, and health.

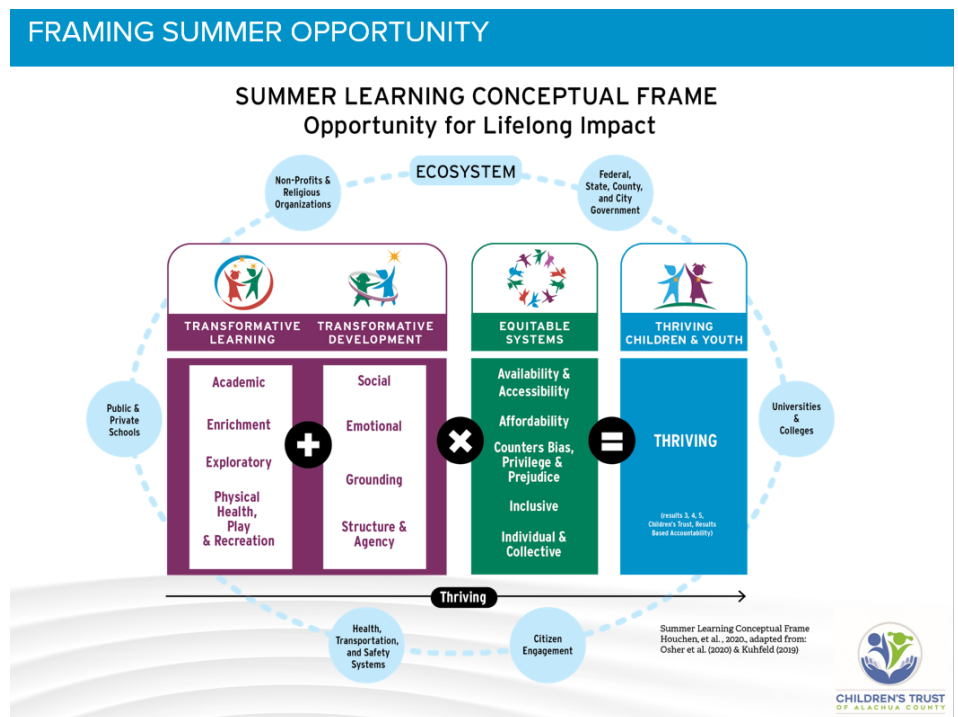


Figure 1. [Youth Development Research-Practice Partnership \(YDRPP\) – Summer Needs Assessment and Conceptual Framework](#)

Transformative Development:

- **Social:** activities that improve abilities to care, show empathy, cooperate, resolve conflict, and contribute to the group
- **Emotional:** activities that improve emotional development such as self-awareness, motivation, self-efficacy, and confidence.
- **Grounding:** activities that improve children's sense of identity, meaning, and purpose and of their role in the larger community
- **Structure and Agency:** activities that provide supportive environments for children to exercise choice and develop decision-making skills.

Service Locations:

The CTAC expects to fund sites throughout Alachua County, with a concentration in high poverty communities. Applicants may propose to serve one or more program sites throughout Alachua County. CTAC hopes to fund service sites that are geographically representative of Alachua County including rural areas of the county.

Applicants may provide services in a variety of locations, including, but not limited to: schools, city or county parks and facilities, faith-based locations, and community organizations. Best practices indicate providing services at sites that do not charge or charge minimally for space (such as schools, parks, and faith-based locations) results in higher investments in staffing that can support program quality.

The physical environment in which a program operates is a foundation for the youth's experience in a program. Indoor and outdoor spaces should be able to accommodate all program activities adequately and safely. Key features of high-quality service locations include:

- Can safely and comfortably accommodate the various activities offered and/or can be re-arranged to meet the various needs of the program (e.g., spaces for physical games, creative arts, individual/quiet work, and eating/socializing)
- The outdoor environment is suitable for a wide variety of activities, including physical activity, group games, and individual play
- Alternative plan if an environment is inaccessible due to weather or other external factors

| Zip Code | % Under 18 Living in Poverty |
|----------|------------------------------|
| 32641 | 39% |
| 32603 | 38% |
| 32640 | 29% |
| 32601 | 29% |
| 32609 | 27% |
| 32607 | 26% |
| 32667 | 24% |
| 32643 | 22% |
| 32653 | 21% |
| 32694 | 20% |
| 32608 | 17% |
| 32615 | 17% |
| 32605 | 14% |
| 32618 | 13% |
| 32669 | 13% |
| 32606 | 2% |

Summer Providers

Summer providers are required to host and supervise program participants at their site and must complete a full site profile for each site requesting funding.

Enrichment Providers

Enrichment providers are expected to partner with providers with sites in low-income areas and serving low-income children and youth in Alachua County. Enrichment providers must ensure that sufficient space is available to deliver program services safely and comfortably. Enrichment providers are not expected to have their own site(s) but rather to offer services at existing OST provider locations.

Scheduling, Frequency, and Duration:

Programs have wide latitude in this RFP concerning the schedule, frequency, and duration of their programming. However, research shows that long-term engagement improves outcomes. Providers must establish an attendance policy consistent with this requirement.

Staffing:

Highly qualified staff members capable of developing strong, positive relationships with youth participants are a key component of successful youth programs. Applicants must demonstrate solid staff experience with similar services, including certifications and/or years of service. When possible, programs are encouraged to consider hiring staff from local schools that primarily serve their participants to increase collaboration and communication opportunities with youth's schools.

Summer Camp and Enrichment Service Providers:

- **Positions:** All Contractors must identify one program director to administer the program. This individual will serve as the primary contact for CTAC in all matters related to the summer program. At the minimum, the program director will be responsible for managing and implementing the program to ensure that the Contractor meets its responsibilities to CTAC under the contract promptly.
- **Background Screening:** All staff working in CTAC-funded programs must comply with Level 2 background screening and fingerprinting requirements in accordance with § 943.0542, Fla. Stat., § 984.01, Fla. Stat., § 435, Fla. Stat., § 402, Fla. Stat., § 39.001, Fla. Stat., and § 1012.465, Fla. Stat. as applicable. The program must maintain staff personnel files which reflect that a screening result was received and reviewed to determine employment eligibility prior to employment. An [Affidavit of Good Moral Character](#) must be completed prior to hire for each employee, volunteer, and subcontracted personnel who work in direct contact with children. Program providers will be required to re-screen each employee, volunteer and/or subcontractor every five (5) years.

Summer Camp Providers Only:

- **Ratios:** Ratios should be designed to meet the needs of the students targeted by the program and should be appropriate to support the efforts to improve their academic achievement and personal growth goals. Contractors shall implement a ratio no greater than 1:20 ratio of staff /youth.
- **Infant and Child CPR/First Aid:** Each summer program must have always at least one staff member on-site and during field trips with a current and valid certification in first aid training and infant and child cardiopulmonary resuscitation (CPR) procedures. CPR training may be classroom or online instruction and must include an on-site instructor-based skills assessment that is documented by a certified CPR instructor. Documentation of the online course and on-site assessment must be maintained on file at the facility.
- **Enrollment Forms:** Provider should develop, collect, and maintain child enrollment forms to support the collection of deidentified data to be submitted to CTAC (see [Data Collection](#) requirements).
- **Program Consent:** Provider should develop, collect, and maintain a programmatic consent to services signifying voluntary agreement to services and expectations and policies related to the receipt of services, and acknowledgement of CTAC as a funder.
- **Image Release:** Provider should develop, collect, and maintain image release for all children who participate in the program to indicate whether or not the parent authorizes photos to be shared and used for publicity purposes to promote the program and its funders. Photos provided to CTAC must have parental authorization for all children who can be identified in the photo.

Site Profile (Summer Camp Providers Only)

Summer Camp applicants must complete a site profile for each site they are seeking funding for.

For each site applicant is seeking funding, a site profile must be completed with the following information: Site name, address, contact information, grades served, site dates and hours of operation, executive summary, and site staffing.

Program Budget

Summer Camp Providers

All applicants must complete a site budget and summary budget including the following areas to determine the CTAC funding request:

- Enrollment/Registration Fees: CTAC will cover a one-time enrollment and/or registration fee per child receiving a CTAC scholarship
- Scholarships (Full): CTAC will cover weekly camp scholarships for eligible children. Weekly scholarship cost should include all expenses necessary to host a child per week (staffing, overhead, meals, etc.)
- Scholarships (Partial): CTAC will cover weekly camp scholarships for eligible children. Weekly scholarship cost should include all expenses necessary to host a child per week (staffing, overhead, meals etc.)

The following line items are eligible for reimbursement from CTAC within alignment with [CTAC budget guidelines and payment procedures](#):

- Materials: CTAC will cover the costs of materials for full/partial scholarship children to participate in summer camp activities.
- Fieldtrips: CTAC will cover the costs for full/partial scholarship children to participate in fieldtrips including admission costs. All fieldtrip expenses will include copies of fieldtrip attendance for verification.
- Transportation: CTAC will cover the cost of transportation for full/partial scholarship children to participate in camp activities including fieldtrips. These expenses for buses, vehicle rentals, gas etc.
- Background Checks: CTAC will cover the costs for all staff to receive Level 2 background checks.

Summer Camp Provider Compensation:

Summer providers awarded contracts will be compensated as follows:

Advance Payment – Contractor may invoice the CTAC for an advance payment of 25% of the scholarship amount total awarded (full and partial). The Contractor will not receive any additional payments until the advance has been trued up with actual services delivered. Subsequent payments will be made monthly based on each site’s monthly enrollment and attendance. To be considered enrolled, proper demographic information and at least one day of attendance in the week the child is enrolled is required. Enrollment Fees, Materials, Field Trips, and Background Checks will be reimbursed on a cost-reimbursement basis.

In addition to the above compensation, the following performance-based incentives will be awarded at the end of the contract for all summer providers that meet the following **optional** outcomes. Incentives will be reevaluated every year and are at the sole discretion of CTAC:

- Extended hours of operations: \$100 per each enrolled child will be awarded to providers that offer daily programming for 8 or more hours or a maximum of \$5,000 per provider [Note: must be documented with schedules and contract manager observations]
- Family engagement activities: \$500 per site will be awarded to providers the host at least 1 family engagement activity to encourage positive child and parent interactions [Note: must be documented with session sign-in sheets]
- Extended Summer Duration: \$1,000 per site will be awarded to providers that offer summer services for the duration of summer (e.g. 1st day of Summer to Last day of Summer from Alachua County Public School Calendar) [Note: must be documented with schedules and contract manager observations]
- High Participation rates: \$10 per week per child that attends the program **four or more days** or a maximum of \$10,000 per provider [Note: must be documented with schedules and submitted attendance]

Program Budget

Enrichment Providers

CTAC will cover a reasonable cost per session for enrichment services delivered to eligible sites in OST programs. The cost per session should include all expenses necessary to offer a full session (staffing, materials, etc.).

Compensation: Enrichment providers awarded contracts will be compensated as follows:

- Advance Payment - Contractor may invoice the CTAC for an advance payment of 25% of the sessions amount total awarded. The Contractor will not receive any additional payments until the advance has been trued up with actual services delivered. Subsequent payments will be made monthly based on number of sessions delivered.
- Background: CTAC will cover the costs for all staff to receive Level 2 background checks

Data Collection:

Summer Camp Providers

All contractors funded will be required to collect and submit the following data for each individual child served through a data collection format provided by the Trust:

- Participant demographics (note, only deidentified data will be submitted):
 - Enrollment criteria for scholarship (i.e., at or below 200% 2021 federal poverty threshold, IEP and/or 504 plans, in foster care, in kinship care, under in-home case management, from family receiving SNAP benefits, children from families between 200% - 400% 2021 federal poverty level)
 - Scholarship Type: (Full or Partial) and Amount of Scholarship
 - Residence City (note, must be an Alachua County resident)
 - Residence ZIP (note, must be an Alachua County resident)
 - Age
 - School Name
 - Grade (i.e., K-12)
 - Race (i.e., American Indian or Alaskan, Asian, Black or African American, Pacific Islander, White, Multiracial, Other)
 - Ethnicity (i.e., Hispanic or Non-Hispanic)
 - Gender
 - Parent Language
- Participant attendance
 - Number of Days attended per Week for all Program Weeks
 - Fieldtrip attendance (note, some sites may not provide fieldtrips)
 - Family engagement activity attendance (note, some sites may not provide family engagement activities)
- Parent and Child Satisfaction surveys
- Provider End of Summer Reflection survey

Contractors will be expected to attend a summer provider training at the beginning of the contract to go overall data collection requirements and tools. Additionally, data is expected to be entered on a monthly basis throughout the summer.

Enrichment Providers

All contractors funded will be required to collect and submit the following data through data collection tools provided by the Trust:

- Site Partner Information
 - Partner Organization Name
 - Site Description (i.e., brief description of type of service partner provides)
 - Site Contact (name of person at the organization who is arranging and overseeing the receipt of the services)
 - Site Address (street, city, state, ZIP)
 - Site Eligibility Criteria (i.e., service a high percentage of children K to 12 that are at or below 200% 2021 federal poverty threshold, have IEP and/or 504 plans, are in foster care/kinship care, under in-home case management, from family receiving SNAP benefits, or from families between 200% - 400% 2021 federal poverty level)
 - # of children served (i.e., number of children served within the partner organization's site)
- Session Information
 - Session Date
 - Session Attendance
 - Service Type/Description (i.e., what was the focus of this activity? For example, Yoga, Robotics, Creative Arts, etc.)
 - Site Satisfaction Surveys

Contractors will be expected to attend a training at the beginning of the contract to go over overall data collection requirements and tools. Additionally, data is expected to be entered on a monthly basis throughout the contract period.

All data collected will only be shared with CTAC staff and their contractors. Data will be collected for the sole purpose of program evaluation and continuous improvement. Any data analysis of data collected will only be shared in aggregate and any personally identifiable information will not be reported to The Children's Trust or the public.

E. Evaluation Criteria

Each application will be evaluated against the following set of criteria.

| Evaluation Criteria | Review Guidelines | Points Awarded |
|----------------------------|---|-----------------------|
| Organizational Eligibility | The applicant clearly meets all minimum qualifications to bid and completed certification responses satisfactorily | 1 |
| Organizational Capacity | The applicant clearly outlined experience and ability to provide services and is aligned with RFP scope of services | 1 |
| Services | The applicant completed the full application for either Summer Camp Services or Enrichment Services. Proposed services are aligned with the RFP scope of services | 1 |
| Program Budget | The applicant completed budget sections, and all costs appear reasonable and aligned with RFP scope of services | 1 |
| | | 4 points |

Applicants that meet the criteria will be recommended for funding, with priority given high poverty zip codes. In the case of limited funding, full scholarships will be funded first before partial scholarships.

| Application Score | Funding Recommendations |
|-------------------|--|
| 4 | Green – Recommended for Funding |
| 3 | Yellow – Maybe Recommended for Funding |
| 2 or less | Red – Not Recommended for Funding |

F. Review and Selection Process

The following is a general description of the process by which a contractor will be selected for award of a contract to perform the services described in this RFP:

1. Request for Proposal (RFP) is released to prospective contractors.
2. To help ensure that all prospective contractors are treated consistently during the selection process, all questions regarding this RFP, as well as CTAC's responses to the questions will be posted on CTAC's website. A deadline for the receipt of written questions has been established. (See the cover sheet of this RFP for deadline date.) Persons or entities who intend to respond to such RFP by submission of a competitive proposal may wish to pose questions, objections, or requests for information, request clarification or for an interpretation regarding terms, provisions, or requirements of the RFP. In this event, prospective contractors shall not attempt to communicate in writing, electronically or orally with any CTAC official or employee other than the CTAC employee designated as the Project Manager. The Project Manager may be reached at their email address on the RFP cover page. Prospective contractors shall not contact any other CTAC officials in an attempt to gather information regarding this RFP, or in an attempt to influence the CTAC's consideration of its proposal. All inappropriate communications with CTAC officials or employees will be forwarded to the CTAC Project Manager as well as the proposal evaluation team. Inappropriate communications by a prospective contractor may, at the discretion of the Project Manager, constitute grounds for disqualification of that prospective contractor's proposal. Alternatively, the evaluation team may, at its discretion, consider such inappropriate communications when evaluating and scoring proposals.
3. All proposals must be received by CTAC no later than the date and time specified on the cover sheet of this RFP. Late proposals will not be accepted and will not be reviewed.
4. The CTAC's proposal evaluation team expects to take the following actions to determine the merits of the proposals that are submitted:
 - a. Review the proposals to determine whether they are responsive to the RFP and that they were submitted by responsible companies. Definitions for the terms "responsible" and "responsive" are provided below:
 - b. **Responsible** contractors are those contractors that meet CTAC's standards with respect to a reasonable expectation that the contractor has the management, technical, financial, equipment and human resources available to ensure adequate performance of the work described in the solicitation. To be considered responsible, contractors shall also be free of past instances of the material breach of a CTAC contract, free of a conviction (or convictions) for bribery, fraud, conflict of interest, violation of environmental laws, or for convictions for other crimes reflecting poorly on the contractor's integrity, for the last five years. Contractors that fail to meet the minimum qualifications stated in the solicitation or that have, in the past three years, been debarred or

suspended or had a contract terminated for default by any government agency are also determined to be not responsible.

- c. **Responsive** proposals are those proposals that satisfactorily address all requirements specified in the RFP. Because proposals, unlike bids, are subject to negotiation, certain omissions or variances may be resolved through negotiations to make the proposal responsive. An example of an omission or variance that can be resolved is a proposed period of performance that does not result in completion of the work within the required timeframe. If negotiation with the contractor results in an adjustment to the period of performance matching the required timeframe, the proposal then may be deemed to be responsive.
- d. Should it be determined that changes are required to the solicitation provisions or any other changes need to be made that might affect the proposed prices of other features of the proposals, all responsible companies, or all the responsible companies in the competitive range, may be requested to submit a best and final offer (BAFO). In this event, the CTAC shall evaluate the BAFOs in lieu of the original proposals.

5. **Review.** Proposals are independently reviewed and scored by a team of reviewers that may include Trust staff, experts in the field and trained volunteers. Using the evaluation criteria, reviewers assess the soundness and completeness of each proposal as well as the vendor’s capacity to effectively deliver what is proposed. Subjectively rated criteria will be scored on according to the scoring scheme below:

| Application Score | Funding Recommendations |
|-------------------|--|
| 4 | Green – Recommended for Funding |
| 3 | Yellow – Maybe Recommended for Funding |
| 2 or less | Red – Not Recommended for Funding |

- 6. **Discussion.** Following each reviewer’s individual rating, the review team meets in a publicly noticed debriefing meeting to discuss each proposal and assigns a consensus team score, including explanatory comments. Applicants may attend the debriefing meeting as observers. The highest-ranking proposal score does not assure a funding recommendation.
- 7. **Interview/site visit.** At the CTAC's discretion, publicly noticed interviews and/or site visits may be conducted at either the vendor's site or the CTAC's offices. Members of the public may attend interviews and/or site visits as observers. The interview/site visit review team may include Trust staff, experts in the field and trained volunteers. Reviewers come to consensus on interview/site visit observations using a standard rating tool and provide input to staff recommendations.
- 8. **Staff recommendations.** Taking into consideration the above review process results, the Executive Director of the CTAC develops a recommendation. When considering Direct Community Services, consideration is also given to factors such as alignment with the CTAC's priority investment areas, effective and economical distribution of funding across Alachua County and/or in underserved geographic areas/populations in Alachua County (if applicable), minimizing duplication of efforts, and reasonable program cost for the services and outcomes proposed. Based on consideration of all of the above factors, a recommendation is made to the CTAC Board.
- 9. **Board review and award.** Executive Director recommendations are reviewed and considered by the CTAC Board at a publicly noticed meeting. Applicants are encouraged to attend these meetings. CTAC Board approval of the recommendations will allow the contract negotiation process to begin, in an amount not to exceed the CTAC Board's approved award. Negotiation may include reframing the proposed services, and adjusting the total allocation, budget or any other changes necessary to comply

with the requirements of the solicitation and resulting contract. Any future amendments, extensions or modifications to the contract that would exceed the CTAC Board's approved award amount or the approved contracting period require further Board approval.

10. **Protests:** Any actual or prospective bidder or proposer, who is allegedly aggrieved in connection with the issuance of a bid or proposal package or pending award of a contract, may protest the decision by following the procedure below.
 - a. **Posting.** The Trust shall publicly post the award on the TRUST's website within three full business days after the Board's award decision has been made. All bidders or proposer will be sent an email with the notice of award to the email address provided in the bid or proposal.
 - b. **Requirements to Protest.**
 - i. A formal written protest must be filed no later than 5:00 PM, on the fifth business day after the notice of award has been posted. The formal written protest shall identify the protesting party and the solicitation involved; include a clear statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances, applicable section(s) of the solicitation or Board policy, or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds.
 - ii. A formal written protest is considered filed when the Executive Director receives it and it is date-stamped by the CTAC. Accordingly, a protest is not timely filed unless it is received within the time specified above. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the actual or prospective applicant.
 - c. **Sole Remedy.** These procedures shall be the sole remedy for challenging an award of bid or proposal. Proposers are prohibited from attempts to influence, persuade, or promote a protest through any other channels or means.
 - d. **Authority to Resolve.** The Executive Director shall resolve the protest in accordance with the terms of the bid or proposal and shall render a written decision to the protesting party no later than 5:00 PM on the fifth business day after the filing of the protest.
 - e. **Review of Executive Director's Decision.**
 - i. The protesting party may request a review of the Executive Director's decision by the CTAC Board by delivering a written request for review of the decision to the Executive Director by 5:00 PM on the fifth business day after the date of the written decision. The written notice shall include any written or physical materials, objects, statements, and arguments, which the applicant deems relevant to the issues raised in the request for review.
 - ii. The CTAC Board will consider the request for review at the next regularly scheduled CTAC Board meeting after the request is received. It is within the CTAC Board's discretion whether to allow testimony or argument from the protesting party at the CTAC Board meeting. If it is determined by majority vote of CTAC Board members present at the meeting that the award is in violation of law or the regulations and internal procedures of the Trust or any another applicable authority, the Board shall cancel or revise the award as deemed appropriate within three business days after the Board meeting.
 - iii. If it is determined by majority vote of CTAC Board members present at the meeting that the award should be upheld, the CTAC Board shall direct staff to notify the protesting party in writing of the Board decision with a copy furnished to all substantially affected persons or businesses within three business days of the CTAC Board meeting. The decision shall be final and conclusive.

- f. **Stay of Procurement during Protests.** The decision to stay a procurement during protests shall be at the sole discretion of the Executive Director.

11. The CTAC reserves the right to:

- Reject any or all submittals
- Request clarification of any submitted information
- Waive any informalities or irregularities in any response
- Not enter into any contract
- Not select any firm
- Cancel this process at any time
- Amend this process at any time
- Interview firms prior to award
- Enter into negotiations with one or more firms, or request a best and final offer (BAFO)
- Award more than one contract if it is in the best interests of the CTAC.
- Issue similar solicitations in the future.
- Request additional information from prospective contractors.

SECTION 3: SUBMISSION INSTRUCTIONS

A. Submission Checklist

The response to this RFP shall consist of the following:

- A Completed Form 1A Summer Services including the following sections:
 - Section 1: Organizational Information
 - Section 2: Organizational Narrative Section
 - Section 3: Site Profile (must complete at least 1 site)
 - Section 4: Site and Budget Summary
 - Section 5: Prospective Contractor Certification

OR

A Completed Form 1B Enrichment Services including the following sections:

- Section 1: Organizational Information
- Section 2: Organizational Narrative
- Section 3: Services
- Section 4: Budget Summary
- Section 5: Prospective Contractor Certification

- Attachment 1 – Electronic logo in jpg format (used to promote program)
- Attachment 2 – Proof of Legal Status from Sunbiz.org
(<http://search.sunbiz.org/Inquiry/CorporationSearch/ByName>)

Note: If you are interested in funding for both summer and enrichment services, you will need to submit both applications separately.

All completed applications shall be submitted via email to Procurement@childrenstrustofalachuacounty.us by deadline.

Emails should include the following details:

- Subject Line: [Organization Name] – Summer Camp and Enrichment Services
- Attachments must be included in a ***single email*** to be considered completed.

Please clearly label all application materials with form name and organization. For example “Form 1A – Organization Name”, or “Form1B- Organization Name”.

Application for RFP # 2022-03

FORM 1A – Summer Camp Services



Instructions: The following sections are required for application to be considered completed:

- Section 1: Organizational Information
- Section 2: Organizational Narrative
- Section 3: Site Profile (must complete at least 1 site)
- Section 4: Site and Budget Summary
- Section 5: Prospective Contractor Certification

All fields are required unless otherwise noted

| Section 1: Organizational Information | |
|---|-----------|
| 1. Organization Name (Legal Name) | |
| 2. Primary Contact Name/Phone/Email | |
| <p>3. Organization is an eligible applicant <i>Eligible applicants may be governmental entities, for-profit or not-for-profit organizations, or faith-based organizations providing services within Alachua County. Applicants should be currently qualified to conduct business in the State of Florida, under the laws of Florida, and must be qualified to conduct business on or before the service and contract start date(s). Eligible applicants must remain qualified to conduct business in the State of Florida for the duration of their service award. All contractors will be required to have current general liability insurance before contracts can be executed. The CTAC is prohibited from contracting with programs that are under the exclusive jurisdiction of the public school system. Additionally, Alachua County Public Schools is not eligible for funding. Applicants that operate a charter school are also ineligible for funding.</i></p> | Yes No |
| <p>4. Organizations meets minimum requirements to bid. <i>Organizations can apply for funding based on the following requirements:</i></p> <ul style="list-style-type: none"> a. <i>All proposed services must take place within Alachua County.</i> b. <i>Applicant must be currently qualified to conduct business in the State of Florida.</i> c. <i>Applicant must not be a charter school approved by any public school system in the State of Florida.</i> d. <i>Applicant must have experience working with youth in out-of-school time and focus on promoting positive youth development in a safe and enriching environment.</i> e. <i>Applicant must plan to offer in-person summer camp services in summer 2021</i> | Yes No |
| <p>5. Contract termination for default in last five years? <i>The cover letter shall indicate whether the contractor had any contract terminated for default in the past five years. If no such termination for default has been experienced by the prospective contractor in the past five years, this fact shall be stated in the cover letter.</i></p> | Yes No |

Section 2: Organizational Narrative

1.Services: Provide a brief overview of how summer programming is consistent with your organization's mission and vision.

2. Experience with Target Population: CTAC seeks to expand access to services for underserved children across Alachua County including children from low-income and minority households. Describe your organization’s experience in delivering services to this population

3.Staffing: Describe your organization's ability to hire and train qualified staff and comply with background screening requirement.

4. Safety Practices: Describe how your organization supports an environment of safety for children, staff, and parents.

5. Covid-19 interruption plans: What plans does your organization have in place if COVID-19 causes an interruption in summer programming?

6.# of Children: Provide the overall number of children served for your program for the last year (if any), expected # without any CTAC funding and additional # of children expected if CTAC funded

| | | | |
|----------------|---|---|---|
| 2021 # served: | 2022 # children expected (Non-CTAC funded): | 2022 # children expected (CTAC funded): | 2022 # children expected (Read Only- Calculated) |
|----------------|---|---|---|

Section 3: Site Profile: Complete the Site Information and Site Budget Summary for each site requesting funding. Information from each site profile will populate the Site Summary section. At least one site is required for application to be considered complete

1.Site Information

| | | | |
|--|------------------------------|--|--------------------------------|
| Organization Name | | | |
| Site Name | | | |
| Site Address | | | |
| Site Contact Name/Phone/E-mail: | | | |
| Site Enrollment Phone # and Website | | | |
| Social Media Links(Facebook/Instagram/Twitter) | | | |
| Site Grades Served Note: Grades served should reflect year child would enter in the 2022-23 school year | | | |
| Site Dates and Hours of Operations Provide specific dates and hours of operations camp services will be offered | Start Date: End Date: | # of Weeks of Programming: Hours of operations: | Additional Details: |
| Expected Attendance of Children Describe expected attendance of children at your program. How many days per week will they attend? How many hours in a day will they attend? How many weeks will they attend? | Hours per Day: | Days per Week: | # of weeks expected to attend: |
| Site Description: Provide a brief description of the facility, including amenities, number of rooms, maximum occupancy, and any other information to show that the facility can safely meet the needs of children during the summer | | | |
| Executive Summary: Provide an executive summary of the program and services offered at this site (100 words or less). This summary will be used in reports and promotional materials developed by CTAC | | | |
| Site Staffing: Describe how your site will provide appropriate staffing to ensure safe and enriching programming. Refer to the RFP guidelines as staffing requirements including positions and ratios when completing site staffing. | | | |

1. Site Budget Summary

| Site Name | | | |
|------------------------------|--|----------------|---|
| Budget Item | Description | Request Amount | Additional details to support request including justification of requested amount |
| Enrollment/Registration Fees | CTAC will cover a one-time enrollment and/or registration fee per child receiving a CTAC scholarship. Complete the following fields to calculate request amount: A) Cost per enrollment fee requested from CTAC: B) # of children to receive enrollment fees: C) Enrollment Fee request amount (A X B- <i>Read Only</i> ;)) | | |
| Scholarships (Full) | CTAC will cover weekly camp scholarships for eligible children. Weekly scholarship cost should include all expenses necessary to host a child per week (staffing, overhead, meals, etc.) Complete the following fields to calculate request amount: A) Cost per Scholarships (Full) requested from CTAC: B) # of children to receive Scholarships (Full): C) # of weeks children are expected to attend camp: D) Scholarships (Full) Total (A X B X C- <i>Read only</i>): | | |
| Scholarships (Partial) | CTAC will cover weekly camp scholarships for eligible children. Weekly scholarship cost should include all expenses necessary to host a child per week (staffing, overhead, meals etc.). Complete the following fields to calculate request amount: A) Cost per Scholarships (Partial) requested from CTAC: B) # of children to receive Scholarships (Partial): C) # of weeks children are expected to attend camp: D) Scholarships (Partial) Total (A X B X C - <i>Read only</i>): | | |
| Materials | CTAC will cover the costs of materials full/partial scholarship children to participate in summer camp activities. | | |
| Fieldtrip | CTAC will cover the costs of full/partial scholarship children to participate in fieldtrips including admission costs. All fieldtrip expenses will include copies of fieldtrip attendance for verification. | | |
| Transportation | CTAC will cover the cost of transportation for full/partial scholarship children to participate in camp activities including fieldtrips. These expenses for buses, vehicle rentals, gas etc. | | |
| Background Checks | CTAC will cover the costs for all staff to receive Level 2 background checks | | |
| | Site 1 Total Request: | | |

Section 3: Site Profile: Skip this section if no more site profiles are needed. Complete the Site Information and Site Budget Summary for each site requesting funding. Information from each site profile will populate the Site and Budget Summary section. At least one site is required for application to be considered complete

2.Site Information

| | | | | | | | |
|--|--|---------------------------------------|----------------------------|---------------------------------------|-----------|----------------------|--|
| Organization Name | | | | | | | |
| Site Name | | | | | | | |
| Site Address | | | | | | | |
| Site Contact Name/Phone/E-mail: | | | | | | | |
| Site Enrollment Phone # and Website | | | | | | | |
| Social Media Links(Facebook/Instagram/Twitter) | | | | | | | |
| Site Grades Served Note: Grades served should reflect year child would enter in the 2022-23 school year | | | | | | | |
| Site Dates and Hours of Operations Provide specific dates and hours of operations camp services will be offered | <table border="0"> <tr> <td>Start Date:</td> <td># of Weeks of Programming:</td> <td>Additional Details:</td> </tr> <tr> <td>End Date:</td> <td>Hours of operations:</td> <td></td> </tr> </table> | Start Date: | # of Weeks of Programming: | Additional Details: | End Date: | Hours of operations: | |
| Start Date: | # of Weeks of Programming: | Additional Details: | | | | | |
| End Date: | Hours of operations: | | | | | | |
| Expected Attendance of Children Describe expected attendance of children at your program. How many days per week will they attend? How many hours in a day will they attend? How many weeks will they attend? | <table border="0"> <tr> <td>Hours per Day:</td> <td>Days per Week:</td> <td># of weeks expected to attend:</td> </tr> </table> | Hours per Day: | Days per Week: | # of weeks expected to attend: | | | |
| Hours per Day: | Days per Week: | # of weeks expected to attend: | | | | | |
| Site Description: Provide a brief description of the facility, including amenities, number of rooms, maximum occupancy, and any other information to show that the facility can safely meet the needs of children during the summer | | | | | | | |
| Executive Summary: Provide an executive summary of the program and services offered at this site (100 words or less). This summary will be used in reports and promotional materials developed by CTAC | | | | | | | |
| Site Staffing: Describe how your site will provide appropriate staffing to ensure safe and enriching programming. Refer to the RFP guidelines as staffing requirements including positions and ratios when completing site staffing. | | | | | | | |

2. Site Budget Summary

| Site Name: | | | |
|------------------------------|---|----------------|---|
| Budget Item | Description | Request Amount | Additional details to support request including justification of requested amount |
| Enrollment/Registration Fees | CTAC will cover a one-time enrollment and/or registration fee per child receiving a CTAC scholarship. Complete the following fields to calculate request amount: A) Cost per enrollment fee requested from CTAC: B) # of children to receive enrollment fees: C) Enrollment Fee request amount (A X B) <i>-Read only</i> : | | |
| Scholarships (Full) | CTAC will cover weekly camp scholarships for eligible children. Weekly scholarship cost should include all expenses necessary to host a child per week (staffing, overhead, meals, etc.) Complete the following fields to calculate request amount: A) Cost per Scholarships (Full) requested from CTAC: B) # of children to receive Scholarships (Full): C) # of weeks children are expected to attend camp: D) Scholarships (Full) Total (A X B X C <i>-Read only</i>): | | |
| Scholarships (Partial) | CTAC will cover weekly camp scholarships for eligible children. Weekly scholarship cost should include all expenses necessary to host a child per week (staffing, overhead, meals etc.). Complete the following fields to calculate request amount: A) Cost per Scholarships (Partial) requested from CTAC: B) # of children to receive Scholarships (Partial): C) # of weeks children are expected to attend camp: D) Scholarships (Partial) Total (A X B X C <i>-Read only</i>): | | |
| Materials | CTAC will cover the costs of materials full/partial scholarship children to participate in summer camp activities. | | |
| Fieldtrip | CTAC will cover the costs of full/partial scholarship children to participate in fieldtrips including admission costs. All fieldtrip expenses will include copies of fieldtrip attendance for verification. | | |
| Transportation | CTAC will cover the cost of transportation for full/partial scholarship children to participate in camp activities including fieldtrips. These expenses for buses, vehicle rentals, gas etc. | | |
| Background Checks | CTAC will cover the costs for all staff to receive Level 2 background checks | | |
| Site 2 Total Request: | | | |

Section 3: Site Profile: Skip this section if no more site profiles are needed. Complete the Site Information and Site Budget Summary for each site requesting funding. Information from each site profile will populate the Site and Budget Summary section. At least one site is required for application to be considered complete

3.Site Information

| | | | | | | | |
|--|--|---------------------------------------|----------------------------|---------------------------------------|-----------|----------------------|--|
| Organization Name | | | | | | | |
| Site Name | | | | | | | |
| Site Address | | | | | | | |
| Site Contact Name/Phone/E-mail: | | | | | | | |
| Site Enrollment Phone # and Website | | | | | | | |
| Social Media Links(Facebook/Instagram/Twitter) | | | | | | | |
| Site Grades Served Note: Grades served should reflect year child would enter in the 2022-23 school year | | | | | | | |
| Site Dates and Hours of Operations Provide specific dates and hours of operations camp services will be offered | <table border="0"> <tr> <td>Start Date:</td> <td># of Weeks of Programming:</td> <td>Additional Details:</td> </tr> <tr> <td>End Date:</td> <td>Hours of operations:</td> <td></td> </tr> </table> | Start Date: | # of Weeks of Programming: | Additional Details: | End Date: | Hours of operations: | |
| Start Date: | # of Weeks of Programming: | Additional Details: | | | | | |
| End Date: | Hours of operations: | | | | | | |
| Expected Attendance of Children Describe expected attendance of children at your program. How many days per week will they attend? How many hours in a day will they attend? How many weeks will they attend? | <table border="0"> <tr> <td>Hours per Day:</td> <td>Days per Week:</td> <td># of weeks expected to attend:</td> </tr> </table> | Hours per Day: | Days per Week: | # of weeks expected to attend: | | | |
| Hours per Day: | Days per Week: | # of weeks expected to attend: | | | | | |
| Site Description: Provide a brief description of the facility, including amenities, number of rooms, maximum occupancy, and any other information to show that the facility can safely meet the needs of children during the summer | | | | | | | |
| Executive Summary: Provide an executive summary of the program and services offered at this site (100 words or less). This summary will be used in reports and promotional materials developed by CTAC | | | | | | | |
| Site Staffing: Describe how your site will provide appropriate staffing to ensure safe and enriching programming. Refer to the RFP guidelines as staffing requirements including positions and ratios when completing site staffing. | | | | | | | |

3. Site Budget Summary

| Site Name: | | | |
|------------------------------|---|----------------|---|
| Budget Item | Description | Request Amount | Additional details to support request including justification of requested amount |
| Enrollment/Registration Fees | CTAC will cover a one-time enrollment and/or registration fee per child receiving a CTAC scholarship. Complete the following fields to calculate request amount: A) Cost per enrollment fee requested from CTAC: B) # of children to receive enrollment fees: C) Enrollment Fee request amount (A X B - <i>Read only</i>): | | |
| Scholarships (Full) | CTAC will cover weekly camp scholarships for eligible children. Weekly scholarship cost should include all expenses necessary to host a child per week (staffing, overhead, meals, etc.) Complete the following fields to calculate request amount: A) Cost per Scholarships (Full) requested from CTAC: B) # of children to receive Scholarships (Full): C) # of weeks children are expected to attend camp: D) Scholarships (Full) Total (A X B X C- <i>Read Only</i>): | | |
| Scholarships (Partial) | CTAC will cover weekly camp scholarships for eligible children. Weekly scholarship cost should include all expenses necessary to host a child per week (staffing, overhead, meals etc.). Complete the following fields to calculate request amount: A) Cost per Scholarships (Partial) requested from CTAC: B) # of children to receive Scholarships (Partial): C) # of weeks children are expected to attend camp: D) Scholarships (Partial) Total (A X B X C- <i>Read Only</i>): | | |
| Materials | CTAC will cover the costs of materials full/partial scholarship children to participate in summer camp activities. | | |
| Fieldtrip | CTAC will cover the costs of full/partial scholarship children to participate in fieldtrips including admission costs. All fieldtrip expenses will include copies of fieldtrip attendance for verification. | | |
| Transportation | CTAC will cover the cost of transportation for full/partial scholarship children to participate in camp activities including fieldtrips. These expenses for buses, vehicle rentals, gas etc. | | |
| Background Checks | CTAC will cover the costs for all staff to receive Level 2 background checks | | |
| Site 3 Total Request: | | | |

Section 3: Site Profile: Skip this section if no more site profiles are needed. Complete the Site Information and Site Budget Summary for each site requesting funding. Information from each site profile will populate the Site and Budget Summary section. At least one site is required for application to be considered complete

4.Site Information

| | | | |
|--|-----------------------|----------------------------|---------------------------------------|
| Organization Name | | | |
| Site Name | | | |
| Site Address | | | |
| Site Contact Name/Phone/E-mail: | | | |
| Site Enrollment Phone # and Website | | | |
| Social Media Links(Facebook/Instagram/Twitter) | | | |
| Site Grades Served Note: Grades served should reflect year child would enter in the 2022-23 school year | | | |
| Site Dates and Hours of Operations Provide specific dates and hours of operations camp services will be offered | Start Date: | # of Weeks of Programming: | Additional Details: |
| | End Date: | Hours of operations: | |
| Expected Attendance of Children Describe expected attendance of children at your program. How many days per week will they attend? How many hours in a day will they attend? How many weeks will they attend? | Hours per Day: | Days per Week: | # of weeks expected to attend: |
| Site Description: Provide a brief description of the facility, including amenities, number of rooms, maximum occupancy, and any other information to show that the facility can safely meet the needs of children during the summer | | | |
| Executive Summary: Provide an executive summary of the program and services offered at this site (100 words or less). This summary will be used in reports and promotional materials developed by CTAC | | | |
| Site Staffing: Describe how your site will provide appropriate staffing to ensure safe and enriching programming. Refer to the RFP guidelines as staffing requirements including positions and ratios when completing site staffing. | | | |

4. Site Budget Summary

| Site Name: | | | |
|------------------------------|---|----------------|---|
| Budget Item | Description | Request Amount | Additional details to support request including justification of requested amount |
| Enrollment/Registration Fees | CTAC will cover a one-time enrollment and/or registration fee per child receiving a CTAC scholarship. Complete the following fields to calculate request amount: A) Cost per enrollment fee requested from CTAC: B) # of children to receive enrollment fees: C) Enrollment Fee request amount (A X B- <i>Read Only</i>): | | |
| Scholarships (Full) | CTAC will cover weekly camp scholarships for eligible children. Weekly scholarship cost should include all expenses necessary to host a child per week (staffing, overhead, meals, etc.) Complete the following fields to calculate request amount: A) Cost per Scholarships (Full) requested from CTAC: B) # of children to receive Scholarships (Full): C) # of weeks children are expected to attend camp: D) Scholarships (Full) Total (A X B X C - <i>Read Only</i>): | | |
| Scholarships (Partial) | CTAC will cover weekly camp scholarships for eligible children. Weekly scholarship cost should include all expenses necessary to host a child per week (staffing, overhead, meals etc.). Complete the following fields to calculate request amount: A) Cost per Scholarships (Partial) requested from CTAC: B) # of children to receive Scholarships (Partial): C) # of weeks children are expected to attend camp: D) Scholarships (Partial) Total (A X B X C- <i>Read Only</i>): | | |
| Materials | CTAC will cover the costs of materials full/partial scholarship children to participate in summer camp activities. | | |
| Fieldtrip | CTAC will cover the costs of full/partial scholarship children to participate in fieldtrips including admission costs. All fieldtrip expenses will include copies of fieldtrip attendance for verification. | | |
| Transportation | CTAC will cover the cost of transportation for full/partial scholarship children to participate in camp activities including fieldtrips. These expenses for buses, vehicle rentals, gas etc. | | |
| Background Checks | CTAC will cover the costs for all staff to receive Level 2 background checks | | |
| | Site 4 Total Request: | | |



CHILDREN'S TRUST
OF ALACHUA COUNTY

Application for RFP # 2022-03

Section 5 – Prospective Contractor Certification

By submitting this proposal, the prospective contractor certifies the following:

1. The contractor representative who signs below certifies that they have carefully read and understand the provisions of the solicitation and associated documents attached thereto, and hereby submits the attached proposal to perform the work specified therein, all in accordance with the true intent and meaning thereof.
2. The contractor representative further understands and agrees that by signing this certification all of the following information in the certification is true and accurate to the best of their knowledge. If this certification cannot be made unequivocally, a written description of all instances wherein the prospective contractor cannot unequivocally make this certification is provided with this proposal.
3. Prospective Contractor is:
 - Sole Proprietor
 - Partnership
 - Corporation (for profit/nonprofit)* if yes, what state? _____
 - Joint Venture
 - Other (Specify)
4. Other entities or individuals shall not be allowed to perform work or take data outside the United States without express advance written authorization from the CTAC's Project Manager. All personnel provided for work under this contract, who are not United States citizens, will have executed a valid I-9 form, Employment Eligibility Form, and presented valid employment authorization documents.
5. This proposal is signed by a representative who is authorized to commit the prospective contractor.
6. The company identified below is the prime contractor.
7. The prospective contractor's insurance carrier(s) can provide insurance certificates as required within ten calendar days following notice of award.
8. The proposed prices have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such process with any other organization or with any competitor.
9. Unless otherwise required by law, the prices proposed have not been knowingly disclosed by the prospective contractor on a prior basis directly or indirectly to any other organization or to any competitor.
10. No attempt has been made, or will be made, by the prospective contractor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
11. The price and availability of all equipment, materials, and supplies associated with performing the services described, including associated indirect costs and profit, herein have been determined and included in the proposed price. All labor costs, direct and indirect, and profit have been determined and included in the proposed price. The incremental costs expected to be incurred by the CTAC, should it enter into this contract, have also been estimated to the best ability of the prospective contractor. It is understood that the life cycle cost includes the total of the contract price plus the estimated costs to be incurred by the CTAC should it enter into this contract.
12. The prospective contractor can and shall provide the specified performance bond or alternate performance guarantee (if applicable) at no added cost to the CTAC.
13. In submitting its proposal, the prospective contractor agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of the using or contracting CTAC, government or private, until after the award of the contract. Prospective contractors not in compliance with this provision may be disqualified, at the option of the CTAC, from contract award. Only discussions authorized in advance and in writing by the contracting CTAC are exempt from this provision.
14. The prospective contractor hereby certifies that it and all of its affiliates collect appropriate taxes and remits them as provided by law.

15. The prospective contractor certifies that all insurance policies required by this contract shall remain in full force and effect during the entire term of this contract. All insurance policies and any extensions or renewals thereof, shall not be cancelled or amended except with the advance written approval of the CTAC. The Contractor agrees to submit certificates of insurance, which indicate coverage and notice provisions as required by this contract, to the CTAC upon execution of this contract. The insurance certificates shall be subject to approval by the CTAC. The insurance certificates shall include a statement in the certificate that no cancellation of the insurance shall be made without at least thirty calendar days' prior written notice to the CTAC. Approval of the insurance certificates by the CTAC shall not relieve the contractor of any obligation under this contract.
16. The prospective contractor has read and understands the conditions set forth in this RFP, any posted question and answers, RFP addendums and agrees to them with no exceptions. (If exceptions are taken, attach a written description of each exception to this certification.)
 Exceptions are attached to this certification.
 Exceptions are not attached to this certification.
17. The prospective contractor warrants, represents, and certifies that no elected or appointed official or employee of the CTAC has, or will, personally or indirectly benefit financially or materially from this contract.
18. In the event any part of this Agreement or Work is to be funded by federal, state, or other local agency monies, the Contractor hereby agrees to cooperate with the CTAC in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Work and as specifically required by the federal or state granting agency, and receiving no payment until all required forms are completed and submitted.
19. Any contract and/or award arising from this RFP may be terminated for default by the CTAC if it is determined that gratuities of any kind were either offered to, or received by, any of the aforementioned officials or employees, or their close relatives or friends, from the prospective contractor, the prospective contractor's agent(s), representative(s) or employee(s). Any contract and/or award arising from the RFP may also be terminated for default if it is determined that the contract and/or award was obtained by fraud, collusion, conspiracy or other unlawful means, or if the contract and/or award conflicts with any statutory or Constitutional provision of the State of Florida or of the United States.
20. Prohibition Against Contingent Fees. The Contractor warrants that it has not employed or retained any company or person other than an employee working solely for the Contractor to solicit and secure this Agreement and that it has not paid or agreed to pay any person, entity, company or firm any fee, commission, gift or other consideration contingent upon or resulting from award or making of this Agreement.
21. Therefore, in compliance with this Request for Proposals, and subject to all conditions herein, the undersigned offers and agrees, that if this proposal is accepted, to furnish the subject services for a Firm Fixed Contract Price of \$_____ (Total Request Across Sites)

I affirm and certify that: neither I, nor to the best of my knowledge, information, and belief, the business identified below, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to criminal proceedings, or has pleaded nolo contendere to a charge of bribery, attempted bribery, or conspiracy to bribe in violation of any state or federal law, except as indicated on the attachment [indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved, and their current positions and responsibilities with the business]:

Prospective Contractor Name: _____

Business Street Address: _____

City, State, & Zip + 4: _____

Payment Address (if different): _____

Payment City, State, & Zip + 4: _____

Federal Employer ID Number: _____

Email Address: _____

By: _____ Title: _____
(Signature)

Name: _____
(Typed or Printed)

Unsigned certifications may result in a determination that the proposal is non-responsive.



CHILDREN'S TRUST
OF ALACHUA COUNTY

Application for RFP # 2022-03

FORM 1B – Enrichment Services

Instructions: The follow sections are required for application to be considered completed:

- Section 1: Organizational Information
- Section 2: Organizational Narrative
- Section 3: Services
- Section 4: Budget Summary
- Section 5: Prospective Contractor Certification

All fields are required unless otherwise noted

| Section 1: Organizational Information | |
|--|-------------------|
| Organization Name (Legal Name) | |
| Primary Contact Name/Phone/Email | |
| <p>Organization is an eligible applicant <i>Eligible applicants may be governmental entities, for-profit or not-for-profit organizations, or faith-based organizations providing services within Alachua County. Applicants should be currently qualified to conduct business in the State of Florida, under the laws of Florida, and must be qualified to conduct business on or before the service and contract start date(s). Eligible applicants must remain qualified to conduct business in the State of Florida for the duration of their service award. All contractors will be required to have current general liability insurance before contracts can be executed. The CTAC is prohibited from contracting with programs that are under the exclusive jurisdiction of the public school system. Additionally, Alachua County Public Schools is not eligible for funding. Applicants that operate a charter school are also ineligible for funding.</i></p> | <p>Yes No</p> |
| <p>Organizations meets minimum requirements to bid. <i>Organizations can apply for funding based on the following requirements:</i></p> <ul style="list-style-type: none"> a. <i>All proposed services must take place within Alachua County.</i> b. <i>Applicant must be currently qualified to conduct business in the State of Florida.</i> c. <i>Applicant must not be a charter school approved by any public school system in the State of Florida.</i> d. <i>Applicant must have experience working with youth in out-of-school time and focus on promoting positive youth development in a safe and enriching environment.</i> e. <i>Applicant must plan to offer in-person services in summer 2022</i> | <p>Yes No</p> |
| <p>Contract termination for default in last five years? <i>The cover letter shall indicate whether the contractor had any contract terminated for default in the past five years. If no such termination for default has been experienced by the prospective contractor in the past five years, this fact shall be stated in the cover letter.</i></p> | <p>Yes No</p> |

Section 2: Organizational Narrative

1.Services: Provide a brief overview of how OST enrichment programming is consistent with your organization's mission and vision.

2. Experience with Target Population: CTAC seeks to expand access to services for underserved children across Alachua County including children from low-income and minority households. Describe your organization's experience in delivering services to this population

3.Staffing: Describe your organization's ability to hire and train qualified staff and comply with background screening requirement.

4.Partners: Describe what partners your organization typically works with to deliver OST enrichment programming.

5. Community Need: Describe the community need your OST enrichment programming supports

6.# of Children: Provide the overall number of children served for your program for the last year (if any), expected # without any CTAC funding and additional # of children expected if CTAC funded

| | | | |
|----------------|---|---|--|
| 2021 # served: | 2022 # children expected (Non-CTAC funded): | 2022 # children expected (CTAC funded): | 2022 # children expected (Read Only- Calculated) |
|----------------|---|---|--|

Section 3: Services

1. Grades Served

2. Executive Summary: Provide an executive summary of the program and services offered by this program. This summary will be used in reports and promotional materials developed by CTAC

3. Enrichment Programming Description: what type of OST enrichment services are you requesting funding for? Describe the type of activities, curriculum used, benefits expected to children and partners, etc.

4. Expected Frequency and Duration: At a typical site, describe the program frequency and duration of enrichment services you are requesting funding for. Consider the following:

- How long does one session typically last (in hours?)
- How many children can be served in one session?
- How many times per week are services offered?
- How many weeks are services typically offered?

5. Recruitment: Describe how your organization will work with and recruit eligible sites to implement enrichment sessions.

Section 4 : Budget Summary

| Budget Item | Description | Request Amount | Additional details to support request |
|-------------------------|--|----------------|---------------------------------------|
| OST Enrichment Services | <p>CTAC will cover a reasonable cost per session for enrichment services delivered to eligible sites. Cost per Session should include all expenses necessary to offer a full session (staffing, overhead, etc). Complete the following fields to calculate request amount:</p> <p>A) Cost per Session:</p> <p>B) Total # of Sessions requesting for CTAC Funding between April 2022- September 2022:</p> <p>C) OST Enrichment Services Total (A X B:-Read Only):</p> | | |
| Background Checks | CTAC will cover the costs for all staff to receive Level 2 background checks | | |
| | Total request | | |



CHILDREN'S TRUST
OF ALACHUA COUNTY

Application for RFP # 2022-03

Section 5 – Prospective Contractor Certification

By submitting this proposal, the prospective contractor certifies the following:

1. The contractor representative who signs below certifies that they have carefully read and understand the provisions of the solicitation and associated documents attached thereto, and hereby submits the attached proposal to perform the work specified therein, all in accordance with the true intent and meaning thereof.
2. The contractor representative further understands and agrees that by signing this certification all of the following information in the certification is true and accurate to the best of their knowledge. If this certification cannot be made unequivocally, a written description of all instances wherein the prospective contractor cannot unequivocally make this certification is provided with this proposal.
3. Prospective Contractor is:
 - Sole Proprietor
 - Partnership
 - Corporation (for profit/nonprofit)* if yes, what state? _____
 - Joint Venture
 - Other (Specify)
4. Other entities or individuals shall not be allowed to perform work or take data outside the United States without express advance written authorization from the CTAC's Project Manager. All personnel provided for work under this contract, who are not United States citizens, will have executed a valid I-9 form, Employment Eligibility Form, and presented valid employment authorization documents.
5. This proposal is signed by a representative who is authorized to commit the prospective contractor.
6. The company identified below is the prime contractor.
7. The prospective contractor's insurance carrier(s) can provide insurance certificates as required within ten calendar days following notice of award.
8. The proposed prices have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such process with any other organization or with any competitor.
9. Unless otherwise required by law, the prices proposed have not been knowingly disclosed by the prospective contractor on a prior basis directly or indirectly to any other organization or to any competitor.
10. No attempt has been made, or will be made, by the prospective contractor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
11. The price and availability of all equipment, materials, and supplies associated with performing the services described, including associated indirect costs and profit, herein have been determined and included in the proposed price. All labor costs, direct and indirect, and profit have been determined and included in the proposed price. The incremental costs expected to be incurred by the CTAC, should it enter into this contract, have also been estimated to the best ability of the prospective contractor. It is understood that the life cycle cost includes the total of the contract price plus the estimated costs to be incurred by the CTAC should it enter into this contract.
12. The prospective contractor can and shall provide the specified performance bond or alternate performance guarantee (if applicable) at no added cost to the CTAC.
13. In submitting its proposal, the prospective contractor agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of the using or contracting CTAC, government or private, until after the award of the contract. Prospective contractors not in compliance with this provision may be disqualified, at the option of the CTAC, from contract award. Only discussions authorized in advance and in writing by the contracting CTAC are exempt from this provision.
14. The prospective contractor hereby certifies that it and all of its affiliates collect appropriate taxes and remits them as provided by law.

15. The prospective contractor certifies that all insurance policies required by this contract shall remain in full force and effect during the entire term of this contract. All insurance policies and any extensions or renewals thereof, shall not be cancelled or amended except with the advance written approval of the CTAC. The Contractor agrees to submit certificates of insurance, which indicate coverage and notice provisions as required by this contract, to the CTAC upon execution of this contract. The insurance certificates shall be subject to approval by the CTAC. The insurance certificates shall include a statement in the certificate that no cancellation of the insurance shall be made without at least thirty calendar days' prior written notice to the CTAC. Approval of the insurance certificates by the CTAC shall not relieve the contractor of any obligation under this contract.
16. The prospective contractor has read and understands the conditions set forth in this RFP, any posted question and answers, RFP addendums and agrees to them with no exceptions. (If exceptions are taken, attach a written description of each exception to this certification.)
 Exceptions are attached to this certification.
 Exceptions are not attached to this certification.
17. The prospective contractor warrants, represents, and certifies that no elected or appointed official or employee of the CTAC has, or will, personally or indirectly benefit financially or materially from this contract.
18. In the event any part of this Agreement or Work is to be funded by federal, state, or other local agency monies, the Contractor hereby agrees to cooperate with the CTAC in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Work and as specifically required by the federal or state granting agency, and receiving no payment until all required forms are completed and submitted.
19. Any contract and/or award arising from this RFP may be terminated for default by the CTAC if it is determined that gratuities of any kind were either offered to, or received by, any of the aforementioned officials or employees, or their close relatives or friends, from the prospective contractor, the prospective contractor's agent(s), representative(s) or employee(s). Any contract and/or award arising from the RFP may also be terminated for default if it is determined that the contract and/or award was obtained by fraud, collusion, conspiracy or other unlawful means, or if the contract and/or award conflicts with any statutory or Constitutional provision of the State of Florida or of the United States.
20. Prohibition Against Contingent Fees. The Contractor warrants that it has not employed or retained any company or person other than an employee working solely for the Contractor to solicit and secure this Agreement and that it has not paid or agreed to pay any person, entity, company or firm any fee, commission, gift or other consideration contingent upon or resulting from award or making of this Agreement.
21. Therefore, in compliance with this Request for Proposals, and subject to all conditions herein, the undersigned offers and agrees, that if this proposal is accepted, to furnish the subject services for a Firm Fixed Contract Price of \$_____ (Total Request)

I affirm and certify that: neither I, nor to the best of my knowledge, information, and belief, the business identified below, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to criminal proceedings, or has pleaded nolo contendere to a charge of bribery, attempted bribery, or conspiracy to bribe in violation of any state or federal law, except as indicated on the attachment [indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved, and their current positions and responsibilities with the business]:

Prospective Contractor Name: _____

Business Street Address: _____

City, State, & Zip + 4: _____

Payment Address (if different): _____

Payment City, State, & Zip + 4: _____

Federal Employer ID Number: _____

Email Address: _____

By: _____ Title: _____
(Signature)

Name: _____
(Typed or Printed)

Unsigned certifications may result in a determination that the proposal is non-responsive.

D. Proposal Preparation and Submittal Instructions for Prospective Contractors

1. EXCEPTIONS: The CTAC intends to award a contract substantially in the form of and including the provisions of the attached MODEL CONTRACT FOR SERVICES. Contractors that take exception to the terms and conditions do so at the risk that their proposal may be declared to be non-responsive and not considered for contract award. By signing the PROSPECTIVE CONTRACTOR CERTIFICATION included in this RFP, the representative of the prospective contractor certifies that no exceptions are taken to the form of the Model Contract for Services or to the provisions therein, unless such exceptions are fully disclosed in a document attached to the PROSPECTIVE CONTRACTOR CERTIFICATION.
2. ORAL EXPLANATIONS: The CTAC shall not be bound by oral explanations or instructions given at any time during the competitive process or after award.
3. REFERENCE TO OTHER DATA: Only information which is received in response to this RFP will be evaluated; reference to information previously submitted shall not be evaluated.
4. ELABORATE PROPOSALS: Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired. Proposals that do not conform to the page limitations or format prescribed in this RFP may be rejected by the CTAC as non-responsive. It is desirable that all responses meet the following requirements:
 - *All copies are printed double-sided.*
 - *Unless absolutely necessary, all proposals and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are preferred.*
 - *Materials should be submitted in a format which allows for easy removal and recycling of paper materials.*
5. COST FOR PROPOSAL PREPARATION: Any costs incurred by prospective contractors in preparing or submitting proposals as well as costs associated with any resultant presentations or negotiations are the prospective contractors' sole responsibility; the CTAC will not reimburse any prospective contractor for any costs incurred prior to contract award.
6. TIME FOR ACCEPTANCE: Each proposal shall state that it is a firm offer which may be accepted within a period of 90 days. Although the contract is expected to be awarded prior to that time, the longer validity period is requested to allow for unforeseen delays.
7. RIGHT TO SUBMITTED MATERIAL: All responses, inquiries, or correspondence relating to or in reference to the RFP, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the prospective contractors shall become the property of CTAC when received.
8. PROSPECTIVE CONTRACTOR'S REPRESENTATIVE: Each prospective contractor shall submit with its proposal the name, mailing address, email address and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
9. SUBCONTRACTING: Prospective contractors may propose to subcontract portions, but not all, of the work performed. However, prospective contractors shall clearly indicate in their proposals all the work they plan to subcontract and to whom it will be subcontracted. Prospective contractors shall also provide identifying information for each proposed subcontractor similar to the identifying information provided for the contractor submitting the proposal.
10. TRADE SECRET INFORMATION: Trade secrets or similar proprietary data which the prospective contractor does not wish disclosed to other than personnel involved in the proposal evaluation effort or post-award contract administration will be kept confidential to the extent permitted by law as follows: Each page shall be identified by the prospective contractor in boldface text at the top and bottom as

"TRADE SECRET". Any section of the proposal which is to remain confidential shall also be so marked in boldface text on the title page of that section. Price information may not be deemed proprietary. In spite of what is labeled as confidential, proprietary or trade secret, the determination as to whether or not certain material is confidential, proprietary or a trade secret shall be determined by law. If a prospective contractor designates any information in its proposal as proprietary pursuant to this provision, the prospective contractor must also submit one copy of the proposal from which proprietary information has been excised. The proprietary material shall be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the content of the proposal as possible.

11. ACCOMMODATIONS: Reasonable accommodations will be provided by the CTAC for prospective contractor personnel who need assistance due to a physical disability. However, the CTAC must have reasonable advance written notice prior to the bidders' conference (if any) or any other visit to the CTAC's facilities. The prospective contractor shall request accommodations at time of registration.

SECTION 4: MODEL CONTRACT FOR SERVICES

CONTRACT FOR SERVICES
NO. _____
BETWEEN THE CHILDREN’S TRUST OF ALACHUA COUNTY AND
“ _____ ”

THIS CONTRACT made and entered into this _____ day of _____, A.D., 20____ by and between the Children’s Trust of Alachua County, an independent taxing district in Alachua County, hereinafter referred to as the “CTAC”, and “”, a not for profit corporation organized under the laws of the State of Florida hereinafter called the “Contractor”. Collectively hereinafter CTAC and the Contractor are referred to as the “Parties”.

WITNESSETH:

WHEREAS, the CTAC is authorized under § 125.901, Fla. Stat., and § 26.01, Fla. Stat., *et. seq.* Alachua County Code of Ordinances, for the purpose of providing children's services throughout Alachua County; and,

WHEREAS, the CTAC is charged with providing for a number of developmental and supportive services for children as set forth in § 125.901, Fla. Stat.; and,

WHEREAS, CTAC is desirous of entering into an Agreement with _____
to support programs and its services provided by the Contractor;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

Section 1. Term:

A. This agreement shall commence on April 1st, 2022 and continue through and including September 30th, 2022, unless earlier terminated, as provided herein. CTAC performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Children's Trust of Alachua County. The parties hereto understand that this Agreement is not a commitment of future appropriations.

Section 2. Scope of Services:

A. The Services will be performed by Contractor as specified in **Attachment A**: Scope of Services. Contractor's performance will be measured in accordance with **Attachment E** and as otherwise provided herein.

Section 3. Maximum Indebtedness:

A. The maximum indebtedness under this agreement is (_____ (\$ _____) for ()contract year .

Section 4. Billing and Compensation:

A. For the performance of the services detailed in Section 2 of this Agreement of the CTAC shall pay the Agency an amount not to exceed (\$ _____) as specified in the Program Budget in **Attachment B**

- B. Compensation. CONTRACTOR will be paid by the CTAC for the Services as follows:
1. Advance Payment – Upon completion of Deliverable 1 in Attachment D the Contractor may invoice the CTAC for an advance payment of 25% of the scholarship amount as listed on Form 2- Site Profile. The Contractor will not receive any additional payments until the advance has been trued up with actual services delivered.
 2. Subsequent payments will be made on a monthly basis based on each site's weekly enrollment. To be considered enrolled, proper demographic information and at least on day of attendance in the week the child is enrolled is required (see Data and Reporting, Attachment 5)
 3. Enrollment Fees will be reimbursed in the same manner as in #2 above.
 4. Materials and Field Trips will be reimbursed on a cost-reimbursement basis.

C. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the CTAC that, upon receipt by the Contractor of the amount invoiced, all obligations of the Contractor to others, including its consultants, incurred in connection with the Program, will be paid in full, that the services or expenses have not been reimbursed by another contractor, and that the services provided served a public purpose. The Contractor shall submit invoices via e-mail to invoice@childrenstrustofalachuacounty.us, or to the CTAC at the following address.

Children's Trust of Alachua County
PO Box 5669
Gainesville, FL 32627

D. In the event that the CTAC becomes credibly informed that any representations of relating to payment are wholly or partially inaccurate, the CTAC may withhold payment of sums then or in the future otherwise due to the Contractor until the inaccuracy, and the cause thereof, is corrected to the CTAC's reasonable satisfaction.

E. Payments for all sums are contingent upon meeting the deliverables described in **Attachment D**: Deliverables and the approval of all supporting documentation required by the CTAC. All invoices shall contain the following statement "This request for payment is subject to Section 837.06 Florida Statutes." Invoices for payment shall be made in accordance with the provisions of Chapter 218, Part VII Florida Statutes (Local Government Prompt Payment Act).

F. The Contractor shall submit invoices by the 15th of every month and its final invoice for the grant period by October 15th of each year. The CTAC has no obligation to provide reimbursement to the Contractor for invoices which include expenses incurred in any previous grant period if submitted after October 15, 2022.

G. Invoice payments shall be sent to:

Section 5. Audit, Records, and Reporting:

A. The Contractor agrees to:

- 1) Maintain financial records and reports relating to the utilization of funds.
- 2) Maintain books, records, documents, invoices, and other evidence and accounting procedures and practices such as will permit the Contractor to sufficiently and properly reflect all direct costs of any nature associated with the program.
- 3) Permit all such records described in 1) and 2) above to be subject to inspection, review, and audit by the CTAC.

B. Reports specified in **Attachment G** shall be submitted as described in **Attachment D**. The CTAC reserves the right to change the forms or formats of the reports without prior written notice to the Contractor. The Contractor shall submit these reports via email (bjames@childrenstrustofalachuacounty.us) or to CTAC following address:

Children's Trust of Alachua County
PO Box 5669
Gainesville, FL 32627

C. The CTAC may defer payment to the Contractor for non-compliance with contract deliverables or program requirements.

Section 6. Default and Termination:

A. The failure of the Contractor to comply with any provision of this Agreement will place the Contractor in default. Prior to terminating the Agreement, the CTAC will notify the Contractor in writing. This notification will make specific reference to the provision which gave rise to the default. The CTAC will give the Contractor seven (7) days to submit a plan for curing the default. In the event the default situation is not corrected within the allotted time or to the satisfaction of the CTAC, prior to formal termination the Parties agree to mediation of the dispute or disputes and shall participate in good faith. The mediation shall be conducted by a professional mediator mutually agreed to by the parties under the Florida mediation rules. Mediation shall be held no longer than twenty-one (21) days after the notice of default.

B. The CTAC may also terminate the Agreement without cause by providing ten (10) days written notice to the Contractor (hereinafter, "Termination for Convenience"). The CTAC Contract Manager is authorized to provide written notice of Termination for Convenience on behalf of the CTAC. Upon such notice, the Contractor will immediately discontinue all Services affected (unless the notice directs otherwise) and deliver to the CTAC all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process. In the event of such Termination for Convenience, the Contractor's recovery against the CTAC shall be limited to that portion of the Annual Contract Price earned through the date of termination, but the Contractor shall not be entitled to any other or further recovery against the CTAC, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Services not performed.

C. If funds to finance this Agreement become unavailable, the CTAC may terminate the Agreement with no less than twenty-four (24) hours' notice in writing to the Contractor. The CTAC will be the final authority as to the availability of funds. The CTAC will pay the Contractor for all Services completed prior to delivery of notice of termination. In the event of such Termination, the Contractor's recovery against the CTAC shall be limited to that portion of the Annual Contract Price earned through the date of termination, but the Contractor shall not be entitled to any other or further recovery against the CTAC, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Services not performed.

Section 7. Monitoring:

A. To the extent law, statute or ordinance does not limit a grant of access solely by the authority of the Contractor, the Contractor, by accepting public funds, agrees to permit persons duly authorized by the CTAC to inspect all records, papers, documents, facilities, goods, and services of the Contractor and interview any employees and clients of the Contractor to be assured of

satisfactory performance of the terms and conditions of this Agreement. When applicable, the CTAC will identify any deficiencies to the Contractor in writing and the Contractor will prepare a corrective action plan to rectify all deficiencies noted. The Contractor's failure to correct the deficiencies within the agreed upon time period may result in the CTAC withholding payments or the Contractor being deemed in breach or default resulting in termination of this Agreement.

Section 8. Modifications:

A. This Agreement may be modified and amended by mutual agreement of the parties; however, any modification shall only become effective upon incorporation of a written amendment to this Agreement, duly executed by both parties. The Parties further agree to renegotiate this Agreement if federal and/or state revision of any applicable laws or regulations makes changes in this Agreement necessary.

Section 9. Notices:

A. Except as otherwise provided in this Agreement any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. All notices shall be deemed delivered two (2) business days after mailing, unless by personal delivery in which case delivery shall be deemed to occur upon actual receipt by the other party. For purposes of all notices, the Contractor and the CTAC representatives are:

CTAC: Executive Director, Children's Trust of Alachua County
c/o Children's Trust Custodian of Public Records
PO Box 5669
Gainesville, FL 32627

Contractor:

Section 10. Assignment of Interest:

A. Neither party will assign or transfer any interest in this Agreement without prior written consent of the other party.

Section 11. Independent Contractor:

A. In the performance of this Agreement, the Contractor will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture, or associate of the CTAC. The Contractor is solely responsible for the means, method, techniques, sequence, and procedure utilized by the Contractor in the full performance of this Agreement. Neither the

Contractor nor any of its employees, officers, agents, or any other individual directed to act on behalf of the Contractor for any act related to this Agreement shall represent, act, or purport to act or be deemed to be the agent, representative, employee, or servant of the CTAC.

B. For Independent Contractors outside the construction industry with fewer than four employees choosing not to secure workers' compensation coverage under the Florida Workers' Compensation Act, the Independent Contractor outside the construction industry verifies that it has posted clear written notice in a conspicuous location accessible to all employees, telling employees and others of their lack of entitlement to workers' compensation benefits.

C. Policies and decisions of the Contractor, which may be represented by the Contractor in performance of this Agreement, shall not be construed to be the policies or decisions of the CTAC.

Section 12. Indemnification:

A. To the maximum extent permitted by Florida law, the Contractor shall indemnify and hold harmless the CTAC and its officers and employees from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. The Contractor agrees that indemnification of the CTAC shall extend to any and all Services performed by the Contractor, its subcontractors, employees, agents, servants or assigns.

B. The Contractor's obligation to indemnify under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the CTAC or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

C. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor insurance coverage. This indemnification provision shall survive the termination of the Agreement between the CTAC and the Contractor.

D. Nothing contained herein shall constitute a waiver by the CTAC of sovereign immunity or the provisions or limits of liability of § 768.28, Fla. Stat.

E. Paragraphs A-D do not apply to any Contractor which is a government entity protected by Sovereign Immunity under § 768.28, Fla. Stat. For those Agencies, the Parties agree that each party shall be responsible for their own negligence and that of their employees as provided under § 768.28, Fla. Stat. without any additional waiver of sovereign immunity.

Section 13. Insurance:

A. The Contractor will procure and maintain insurance throughout the entire term of

this Agreement of the types and in the minimum amounts detailed in **Attachment C**. A current Certificate of Insurance showing coverage of the types and in the amounts required is attached hereto as [**Attachment C1**].

B. Additionally, proof of automobile insurance will be required in the event the Contractor transports children as part of their program.

Section 14. Laws & Regulations:

A. The Contractor will comply with all laws, ordinances, regulations, and building code requirements applicable to the Services required by this Agreement. The Contractor is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the Services outlined in this Agreement. If the Contractor is not familiar with state and local laws, ordinances, code rules and regulations, the Contractor remains liable for any violation and all subsequent damages or fines. This section includes, but is not limited to background checks as required under Florida law for direct services involving children.

B. As described in **Attachment F**, if at any time contractor is aware of or suspects that abuse, neglect, or exploitation of children, disabled persons, or aged persons has occurred, as defined in Chapters 39 and 415, Florida Statutes, he/she is required to report immediately such known or suspected abuse or neglect to the Florida Abuse Registry by calling 1-800-962-2873.

Section 15. E-Verify.

A. Pursuant to Section 448.095, Florida Statutes, the Contractor must register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees prior to entering into this Agreement. The Contractor shall include in all contracts with subcontractors performing Work pursuant to this Agreement, an express requirement that subcontractors utilize the federal E-Verify system in accordance with the terms governing use of the system to confirm employment eligibility of all new employees hired by subcontractors during the term of this Agreement. Subcontractor shall provide the Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with unauthorized aliens and the Contractor will provide a copy of such affidavit to the CTAC. If the CTAC has good faith belief that the Contractor has violated this section the CTAC will terminate this Agreement. If the CTAC has good faith belief that a subcontractor violated this section, but the Contractor has otherwise complied with this section, the CTAC will notify the Contractor and the Contractor will terminate its agreement with such subcontractor.

Section 16. Non-Waiver:

A. The failure of either party to exercise any right shall not be considered a waiver of such right in the event of any further default or non-compliance.

Section 17. Severability:

A. If any provisions of this Agreement shall be declared illegal, void, or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

Section 18. Entire Agreement:

A. This Agreement contains all the terms and conditions agreed upon by the Parties.

Section 19. Collusion:

A. By signing this Agreement, the Contractor declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, contractors, or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.

Section 20. Conflict of Interest:

A. The Contractor warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Contractor shall notify the CTAC of any conflict of interest due to any other clients, contracts, or property interests.

Section 21. Third Party Beneficiaries:

A. This Agreement does not create any relationship with, or any rights in favor of, any third party.

Section 22. Governing Law and Venue:

A. This Agreement is governed in accordance with the laws of the State of Florida. Venue is in Alachua County, Florida in a Court of Competent Jurisdiction.

Section 23. Construction:

A. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this Agreement.

Section 24. Project Records:

A. General Provisions:

1) Any document submitted to the CTAC may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any Contractor per § 119.011(11), Fla. Stat. Any document is subject to inspection and copying unless exempted under § 119, Fla. Stat., or as otherwise provided by law.

2) In accordance with § 119.0701, Fla. Stat., the Contractor, *when acting on behalf of the CTAC*, as provided under § 119.012(2), Fla. Stat., shall keep and maintain public records as required by law and retain them as provided by the General Records Schedule established by the Department of State. Upon request from the CTAC's Custodian of Public Records, provide the CTAC with a copy of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted under § 119, Fla. Stat., or as otherwise provided by law. Additionally, they shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3) The Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Professional does not transfer the records to the CTAC.

B. Confidential Information:

1) During the term of this Agreement or license, the Contractor may claim that some or all of information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary in accordance with § 812.081, Fla. Stat., or other law, and is exempt from disclosure under § 119, Fla. Stat., the Public Records Law. The Contractor shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the CTAC shall use reasonable efforts to maintain the confidentiality of the information properly identified as "Confidential Information" or "CI".

2) The CTAC shall promptly notify the Contractor in writing of any request received by the CTAC for disclosure of the Contractor's Confidential Information and the Contractor may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. The Contractor shall protect, defend, indemnify, and hold the CTAC, its officers, employees, and agents free and harmless from and against any

claims or judgments arising out of a request for disclosure of Confidential Information. The Contractor shall investigate, handle, respond to, and defend, using counsel chosen by the CTAC, at the Contractor's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. The Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. The Contractor releases the CTAC from claims or damages related to disclosure by the CTAC. If the Contractor is a Public Contractor under the laws of the State of Florida, there shall be no claim for indemnification, but the Contractor shall identify all confidential information they provide to the CTAC.

C. Project Completion:

1) Upon completion of, or in the event this Agreement is terminated, the Contractor, *when acting on behalf of the CTAC* as provided under § 119.011(2), Fla. Stat., shall transfer, at no cost, to the CTAC all public records in possession of the Contractor or keep and maintain public records required by the CTAC to perform the service. If the Contractor transfers all public records to the CTAC upon completion or termination of the Agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion or termination of the Agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the CTAC, upon request from the CTAC's Custodian of Public Records, in a format that is compatible with the information technology systems of the CTAC.

D. Compliance:

1) An Applicant who fails to provide the public records to the CTAC within a reasonable time may be subject to penalties under § 119.10, Fla. Stat.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF § 119, Fla. Stat., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CTAC REPRESENTATIVE AT:

E-MAIL: publicrecordrequests@childrenstrustofalachuacounty.us

PHONE: (352) 374-1830

ADDRESS: P.O. Box 5669, Gainesville, FL 32627

Section 25. Communications:

A. The Contractor shall maintain a working e-mail address and shall respond to e-mail communications from the CTAC Contract Manager within twenty-four (24) business hours from the time the e-mail was received electronically. The Contractor agrees to notify the CTAC Contract Manager of any changes in e-mail, staff, Board of Directors, postal mailing address, etc. within twenty-four (24) hours of the change. The Contractor agrees to add the e-mail and postal mailing

addresses of the CTAC Contract Manager to any mailing lists utilized for the purpose of announcements, status reports, and the like. The contractor is responsible for ensuring that emails from CTAC are not diverted to its SPAM filter.

Section 26. No Religious or Sectarian Requirement:

A. In accordance with Article 1, Section 3, Florida Constitution, and other applicable law, the funding provided under this Agreement may not be used in aid of any church, sect, or religious denomination or in aid of any sectarian institution. The program shall not promote the religion of the provider, be significantly sectarian in nature, involve religious indoctrination, require participation in religious ritual, or encourage the preference of one religion over another.

Section 27. Non-Discrimination:

A. The parties agree not to discriminate against any person on grounds of race, ethnicity, national origin, color, religion, age, disability, sex, pregnancy status, gender identity, sexual orientation, marital status, genetic information, political opinions or affiliations, veteran status, or other legally protected classes under the laws of the State of Florida or the federal government.

Section 28. Force Majeure:

A. Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under the Agreement due directly or indirectly from acts of God, accidents, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, terrorism, pandemics or health crises, strikes, or labor disputes.

Section 29. Award Acknowledgement of Support:

A. The Contractor agrees to acknowledge the CTAC's support in all materials as specified on the CTAC website at:

<https://www.childrenstrustofalachuacounty.us/funding/page/provider-resources>

Section 30. Electronic Signatures.

A. The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. The County shall determine the means and methods by which electronic signatures may be used to execute this Agreement and shall provide the Contractor with instructions on how to use said method. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one

facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

Section 31. Counterparts:

A. This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via fax or e-mail with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Contract shall constitute valid and sufficient delivery in order to complete execution and delivery of this Contract and bind the parties to the terms hereof.

Section 32. Contract Documents:

This Contract consists of the following documents which are hereby incorporated as if fully set forth herein and which, in case of conflict, shall have priority in the order listed:

- A. This document, as modified by any subsequent signed amendments
- B. Any amendments to the RFP
- C. The RFP as originally issued
- D. Any Purchase Order under the Contract
- E. The Response, provided that any terms in the Response that are prohibited under the RFP shall not be included in this Contract.

WITNESS WHEREOF, the parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

CHILDREN’S TRUST OF ALACHUA COUNTY

By: _____
Colin Murphy
Executive Director
Date: _____

APPROVED AS TO FORM

Attorney for the Trust

CONTRACTOR

ATTEST (By Corporate Officer)

By: _____
Print: _____
Title: _____

By: _____
Print: _____
Title: _____
Date: _____

INCORPORATED OR ARE OTHERWISE NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS. IF SIGNATURE AUTHORITY IS PROVIDED, ATTESTATION WILL NOT BE NECESSARY.

FUNDING SOURCE

FISCAL YEAR

AMOUNT

ACCOUNT NO.

Attachment A SCOPE OF SERVICES

Target Population

The target population for this RFP is Alachua County children from low-income families and who are rising kindergarteners (five years old on or before September 1st) through rising 12th graders.

Summer camp providers will recruit and enroll children into summer camp programming under the following guidelines:

Full scholarships:

1. Children from families at or below 200% [2021 federal poverty threshold](#)
2. Children with Individualized Educational Plan (IEP) and/or 504 plans
3. Children in foster care
4. Children in voluntary and formal kinship care
5. Children under in-home case management supervision, and/or
6. Children from families receiving SNAP benefits

Partial scholarships:

1. Children from families between 200% - 400% 2021 federal poverty level

| # of Persons in Household | 2021 Federal Poverty Level for the 48 Contiguous States (Annual Income) | | | | | | |
|---|---|----------|----------|----------|----------|-----------|-----------|
| | 100% | 133% | 138% | 150% | 200% | 300% | 400% |
| 1 | \$12,880 | \$17,130 | \$17,774 | \$19,320 | \$25,760 | \$38,640 | \$51,520 |
| 2 | \$17,420 | \$23,169 | \$24,040 | \$26,130 | \$34,840 | \$52,260 | \$69,680 |
| 3 | \$21,960 | \$29,207 | \$30,305 | \$32,940 | \$43,920 | \$65,880 | \$87,840 |
| 4 | \$26,500 | \$35,245 | \$36,570 | \$39,750 | \$53,000 | \$79,500 | \$106,000 |
| 5 | \$31,040 | \$41,283 | \$42,835 | \$46,560 | \$62,080 | \$93,120 | \$124,160 |
| 6 | \$35,580 | \$47,321 | \$49,100 | \$53,370 | \$71,160 | \$106,740 | \$142,320 |
| 7 | \$40,120 | \$53,360 | \$55,366 | \$60,180 | \$80,240 | \$120,360 | \$160,480 |
| 8 | \$44,660 | \$59,398 | \$61,631 | \$66,990 | \$89,320 | \$133,980 | \$178,640 |
| Add \$4,540 for each person in household over 8 persons | | | | | | | |

Service Locations

Below is a summary of the funded service locations awarded under this scope of services. Contractors cannot make changes to service locations without written consent. Each funded service location will utilize the site profile submitted in the application process as the basis for program information.

| Site Name | Site Address | City | Zip Code | Start Date | End Date | # of weeks of programming |
|-----------|--------------|------|----------|------------|----------|---------------------------|
| | | | | | | |
| | | | | | | |
| | | | | | | |

Site Profiles

Site profiles awarded for funding will be inserted into this section of scope of services as completed in the application materials of the RFP.

Staffing

1. **Positions:** All Contractors must identify one program director to administer the program. This individual will serve as the primary contact for CTAC in all matters related to the summer program. At the minimum, the program director will be responsible for managing and implementing the program as described in the Summer Site Profile to ensure that the Contractor meets its responsibilities to CTAC under the contract in a timely manner.
2. **Ratios:** Ratios should be designed to meet the needs of the students targeted by the program and should be appropriate to support the efforts to improve their academic achievement and personal growth goals. Contractors shall implement a ratio no greater than 1:20 ratio of staff /youth.
3. **Background Screening:** All staff working in CTAC-funded programs must comply with Level 2 background screening and fingerprinting requirements in accordance with § 943.0542, Fla. Stat., § 984.01, Fla. Stat., § 435, Fla. Stat., § 402, Fla. Stat., § 39.001, Fla. Stat., and § 1012.465, Fla. Stat. as applicable. The program must maintain staff personnel files which reflect that a screening result was received and reviewed to determine employment eligibility prior to employment. An Affidavit of Good Moral Character must be completed prior to hire for each employee, volunteer, and subcontracted personnel who work in direct contact with children. Program providers will be required to re-screen each employee, volunteer and/or subcontractor every five (5) years.
4. **Infant and Child CPR/First Aid:** Each summer program must have always at least one staff member on-site and during field trips with a current and valid certification in first aid training and infant and child cardiopulmonary resuscitation (CPR) procedures. CPR training may be classroom or online instruction and must include an on-site instructor-based skills assessment that is documented by a certified CPR instructor. Documentation of the online course and on-site assessment must be maintained on file at the facility.

Attachment B
Program Budget

Attachment B-1
Program Budget Narrative

Attachment C: Insurance Requirement
TYPE "B" INSURANCE REQUIREMENTS
"Professional or Consulting Services"

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, their agents, representatives, employees, or subcontractors.

I. COMMERCIAL GENERAL LIABILITY.

Coverage must be afforded under a per occurrence form policy for limits not less than \$200,000 General Aggregate, \$300,000 Products/Completed Operations Aggregate, \$300,000 Personal and Advertising Injury Liability, \$200,000 each Occurrence, \$50,000 Fire Damage Liability, and \$5,000 Medical Expense.

II. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY.

- A. Coverage to apply for all employees at STATUTORY limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.
- B. Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

III. PROFESSIONAL LIABILITY or ERRORS AND OMISSIONS LIABILITY (E&O).

Professional (E&O) Liability must be afforded for not less than \$200,000 each claim, \$300,000 policy aggregate, required for Capital but not for Services.

IV. OTHER INSURANCE PROVISIONS.

- A. All Coverages
 - 1. The Contractor shall provide a Certificate of Insurance to the Children's Trust of Alachua County with a thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under "claims made" form the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.
 - 2. Contractors shall include all subcontractors as insured under its policies. All subcontractors shall be subject to the requirements stated herein.

CERTIFICATE HOLDER: Children's Trust of Alachua County

**Attachment C1: Insurance Requirement
Certificate of Insurance**

**Attachment D
Deliverables**

| DATE RANGE | DELIVERABLE | EVIDENCE | DUE DATE(S) |
|--------------------------------|--|--|-------------------------------------|
| Date of Award – May 2022 | 1. Program Preparation | <input type="checkbox"/> Certificate of Insurance <input type="checkbox"/> Affidavit Letter outlining screening of all staff and volunteers. <input type="checkbox"/> Verified in Philanthropy Hub (Nonprofits only) | TBD – Early May |
| May 2022 | 2. Attend CTAC Summer Provider training | <input type="checkbox"/> Training attendance | TBD – Early May |
| May – August 30th, 2022 | 3. Implement the program in a safe and supportive environment # of days # of students | <input type="checkbox"/> Sign In/Sign Out Sheets <input type="checkbox"/> Monthly Invoice | Due 15 th of every month |
| May – August 30th, 2022 | 4. Submit child demographics and weekly program attendance including participation in fieldtrips and family engagement activities as applicable. | <input type="checkbox"/> Submission on CTAC provided data collection spreadsheets or tools | Due 15 th of every month |
| August 15 th , 2022 | 5. Submit End of Program Narrative | <input type="checkbox"/> End-of-Program Narrative <input type="checkbox"/> Satisfaction Surveys | August 15 th , 2022 |

NOTE: An Affidavit Letter is a letter on Contractor letterhead and clearly states that all staff and volunteers have completed the screening and completed Affidavits of Good Moral Character prior to the commencement of the program.

**Attachment E
Performance Measures**

| Quantity: How much? | FY22 Target |
|--|--------------------|
| Number of children enrolled – full and partial scholarships | |
| Number of program days | |
| Quality/Effort: How well are services provided? | FY22 Target |
| Weekly Attendance 100% of enrolled children who attend at least 1 day per week for the expected program length | |
| Site Monitoring (developed by CTAC staff) | Fully Compliant |
| Client Benefits: Is anyone better off? | |
| 80% of children who enjoyed camp activities 75% of parents satisfied with registration process 85% parents satisfied with camp activities 90% of parents felt their kids were safe at camp 80% of parents satisfied with camp communication 85% of families enjoyed the overall camp experience | |

**Attachment F
Data and Reporting**

| PARTICIPANT DATA | |
|--|---|
| DATA REQUIREMENT | Data Collection Tool |
| <p><u>Participant Demographics</u>: Providers are expected to collect and report the following on each child served individually:</p> <ul style="list-style-type: none"> • Unique Identifier • Scholarship Type (i.e., Full or Partial) • Scholarship Amount (i.e., weekly rate) • Enrollment Criteria for Scholarship (i.e., at or below 200% FPL, IEP and/or 504 plans, in foster care, in kinship care, under in-home case management, family receiving SNAP benefits, between 200% - 400% FPL) • Residence City (note, must be Alachua County) • Residence ZIP (note, must be Alachua County) • Age at Enrollment • Grade (i.e., K-12) • School Name • Race (i.e., American Indian or Alaskan, Asian, Black or African American, Pacific Islander, White, Multiracial, Other) • Ethnicity (i.e., Hispanic or Non-Hispanic) • Gender • Parent Language | <p>Provider will develop, collect, and maintain child enrollment forms to support the collection of deidentified data to be submitted to CTAC.</p> <p>Provider will submit data listed for each individual child through a data collection tool provided by CTAC.</p> |
| <p>Program Participation: Providers are expected to collect and report the following on each child served individually:</p> <ul style="list-style-type: none"> • Number of days the child attended the program for each week the program operated • Participation in fieldtrips (if applicable) • Participation in family engagement events/activities (if applicable) | <p>Provider will develop, collect, and maintain attendance forms to support the collection of data to be submitted to CTAC.</p> <p>Provider will submit participation data listed for each individual child through a data collection tool provided by CTAC.</p> |

| PROGRAM QUALITY MEASURES | |
|--|--|
| DATA REQUIREMENT | Data Collection Tool |
| <p><u>Verification of scholarship eligibility</u>: Providers are expected to verify scholarship eligibility.</p> | <p>Site records</p> |
| <p><u>Satisfaction Survey</u>: Providers are expected to administer child/youth and parent satisfaction surveys summer.</p> | <p>CTAC provided data collection tool.</p> |
| <p><u>Participant Records</u>: Providers shall maintain a file for each child enrolled including enrollment, program consent, and image release forms.</p> | <p>Site records</p> |

PROGRAM QUALITY MEASURES

| DATA REQUIREMENT | Data Collection Tool |
|---|--|
| <p><u>Personnel Records:</u> Providers shall maintain a personnel file for each staff involved in the program, including in-kind staff and volunteers. Each file should contain, at a minimum, background screening results, proof of required trainings, and any required certifications or licensures, including the Affidavit of Good Moral Character.</p> | <p><u>Staff Qualifications:</u> Providers are expected to hire and retain staff and subcontractors with the necessary qualifications/credentials. Providers are expected to produce proof of required experience, education, and certifications/licensures as specified in Scope of Services</p> |

| | Due Date* | What to Report |
|------------------------|-----------------------------------|---|
| Summer Camp | 15 th of Each Month | <ul style="list-style-type: none"> - Invoice based on actual attendance and enrollment - Prior month's new participant demographics, attendance data |
| | September 15th | <ul style="list-style-type: none"> - Final report - Finalized participant data (demographics, attendance, surveys) - Provider End of Summer Reflection survey - Final invoice |

SECTION 5: MODEL CONTRACT FOR SERVICES (Enrichment)

CONTRACT FOR SERVICES

NO. _____

BETWEEN THE CHILDREN’S TRUST OF ALACHUA COUNTY AND

“ _____ ”

THIS CONTRACT made and entered into this _____ day of _____, A.D., 20____ by and between the Children’s Trust of Alachua County, an independent taxing district in Alachua County, hereinafter referred to as the “CTAC”, and “”, a not for profit corporation organized under the laws of the State of Florida hereinafter called the “Contractor”. Collectively hereinafter CTAC and the Contractor are referred to as the “Parties”.

WITNESSETH:

WHEREAS, the CTAC is authorized under § 125.901, Fla. Stat., and § 26.01, Fla. Stat., *et. seq.* Alachua County Code of Ordinances, for the purpose of providing children's services throughout Alachua County; and,

WHEREAS, the CTAC is charged with providing for a number of developmental and supportive services for children as set forth in § 125.901, Fla. Stat.; and,

WHEREAS, CTAC is desirous of entering into an Agreement with _____ to support programs and its services provided by the Contractor;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

Section 11. Term:

A. This agreement shall commence on April 1st, 2022 and continue through and including September 30th, 2022, unless earlier terminated, as provided herein. CTAC performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Children's Trust of Alachua County. The parties hereto understand that this Agreement is not a commitment of future appropriations.

Section 12. Scope of Services:

A. The Services will be performed by Contractor as specified in **Attachment A: Scope of Services**. Contractor’s performance will be measured in accordance with **Attachment E** and as otherwise provided herein.

Section 13. Maximum Indebtedness:

B. The maximum indebtedness under this agreement is
(_____ (\$ _____) for ()contract year .

Section 14. Billing and Compensation:

A. For the performance of the services detailed in Section 2 of this Agreement of the CTAC shall pay the Agency an amount not to exceed (\$ _____) as specified in the Program Budget in **Attachment B**

B. Compensation. CONTRACTOR will be paid by the CTAC for the Services as follows: Enrichment providers awarded contracts will be compensated as follows: Contractor may invoice the CTAC for an advance payment of 25% of the sessions amount total awarded. The Contractor will not receive any additional payments until the advance has been trued up with actual services delivered. Subsequent payments will be made monthly based on number of sessions delivered.

C. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the CTAC that, upon receipt by the Contractor of the amount invoiced, all obligations of the Contractor to others, including its consultants, incurred in connection with the Program, will be paid in full, that the services or expenses have not been reimbursed by another contractor, and that the services provided served a public purpose. The Contractor shall submit invoices via e-mail to invoice@childrenstrustofalachuacounty.us, or to the CTAC at the following address.

Children's Trust of Alachua County
PO Box 5669
Gainesville, FL 32627

D. In the event that the CTAC becomes credibly informed that any representations of relating to payment are wholly or partially inaccurate, the CTAC may withhold payment of sums then or in the future otherwise due to the Contractor until the inaccuracy, and the cause thereof, is corrected to the CTAC's reasonable satisfaction.

E. Payments for all sums are contingent upon meeting the deliverables described in **Attachment D: Deliverables** and the approval of all supporting documentation required by the CTAC. All invoices shall contain the following statement "This request for payment is subject to Section 837.06 Florida Statutes." Invoices for payment shall be made in accordance with the

provisions of Chapter 218, Part VII Florida Statutes (Local Government Prompt Payment Act).

F. The Contractor shall submit invoices by the 15th of every month and its final invoice for the grant period by October 15th of each year. The CTAC has no obligation to provide reimbursement to the Contractor for invoices which include expenses incurred in any previous grant period if submitted after October 15, 2022.

G. Invoices received after the 15th of the month shall have 3% deducted from their payment. An additional 3% will be deducted from the payment amount for each additional month the invoice is late, as determined by the 15th of every month. The penalty may be waived in the case of extenuating circumstances. Requests for waivers must be in writing and are at the sole discretion of the Executive Director of the Children's Trust of Alachua County.

H. Invoice payments shall be sent to:

Section 15. Audit, Records, and Reporting:

A. The Contractor agrees to:

- 1) Maintain financial records and reports relating to the utilization of funds.
- 2) Maintain books, records, documents, invoices, and other evidence and accounting procedures and practices such as will permit the Contractor to sufficiently and properly reflect all direct costs of any nature associated with the program.
- 3) Permit all such records described in 1) and 2) above to be subject to inspection, review, and audit by the CTAC.

B. Reports specified in **Attachment G** shall be submitted as described in **Attachment D**. The CTAC reserves the right to change the forms or formats of the reports without prior written notice to the Contractor. The Contractor shall submit these reports via email (bjames@childrenstrustofalachuacounty.us) or to CTAC following address:

Children's Trust of Alachua County
PO Box 5669
Gainesville, FL 32627

C. The CTAC may defer payment to the Contractor for non-compliance with contract deliverables or program requirements.

Section 16. Default and Termination:

A. The failure of the Contractor to comply with any provision of this Agreement will place the Contractor in default. Prior to terminating the Agreement, the CTAC will notify the Contractor in writing. This notification will make specific reference to the provision which gave rise to the default. The CTAC will give the Contractor seven (7) days to submit a plan for curing the default. In the event the default situation is not corrected within the allotted time or to the satisfaction of the CTAC, prior to formal termination the Parties agree to mediation of the dispute or disputes and shall participate in good faith. The mediation shall be conducted by a professional mediator mutually agreed to by the parties under the Florida mediation rules. Mediation shall be held no longer than twenty-one (21) days after the notice of default.

B. The CTAC may also terminate the Agreement without cause by providing ten (10) days written notice to the Contractor (hereinafter, "Termination for Convenience"). The CTAC Contract Manager is authorized to provide written notice of Termination for Convenience on behalf of the CTAC. Upon such notice, the Contractor will immediately discontinue all Services affected (unless the notice directs otherwise) and deliver to the CTAC all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process. In the event of such Termination for Convenience, the Contractor's recovery against the CTAC shall be limited to that portion of the Annual Contract Price earned through the date of termination, but the Contractor shall not be entitled to any other or further recovery against the CTAC, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Services not performed.

C. If funds to finance this Agreement become unavailable, the CTAC may terminate the Agreement with no less than twenty-four (24) hours' notice in writing to the Contractor. The CTAC will be the final authority as to the availability of funds. The CTAC will pay the Contractor for all Services completed prior to delivery of notice of termination. In the event of such Termination, the Contractor's recovery against the CTAC shall be limited to that portion of the Annual Contract Price earned through the date of termination, but the Contractor shall not be entitled to any other or further recovery against the CTAC, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Services not performed.

Section 17. Monitoring:

A. To the extent law, statute or ordinance does not limit a grant of access solely by the authority of the Contractor, the Contractor, by accepting public funds, agrees to permit persons

duly authorized by the CTAC to inspect all records, papers, documents, facilities, goods, and services of the Contractor and interview any employees and clients of the Contractor to be assured of satisfactory performance of the terms and conditions of this Agreement. When applicable, the CTAC will identify any deficiencies to the Contractor in writing and the Contractor will prepare a corrective action plan to rectify all deficiencies noted. The Contractor's failure to correct the deficiencies within the agreed upon time period may result in the CTAC withholding payments or the Contractor being deemed in breach or default resulting in termination of this Agreement.

Section 18. Modifications:

A. This Agreement may be modified and amended by mutual agreement of the parties; however, any modification shall only become effective upon incorporation of a written amendment to this Agreement, duly executed by both parties. The Parties further agree to renegotiate this Agreement if federal and/or state revision of any applicable laws or regulations makes changes in this Agreement necessary.

Section 19. Notices:

A. Except as otherwise provided in this Agreement any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. All notices shall be deemed delivered two (2) business days after mailing, unless by personal delivery in which case delivery shall be deemed to occur upon actual receipt by the other party. For purposes of all notices, the Contractor and the CTAC representatives are:

CTAC: Executive Director, Children's Trust of Alachua County
c/o Children's Trust Custodian of Public Records
PO Box 5669
Gainesville, FL 32627

Contractor:

Section 20. Assignment of Interest:

A. Neither party will assign or transfer any interest in this Agreement without prior written consent of the other party.

Section 33. Independent Contractor:

A. In the performance of this Agreement, the Contractor will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture, or associate of the CTAC. The Contractor is solely responsible for the means, method, techniques, sequence, and procedure utilized by the Contractor in the full performance of this Agreement. Neither the Contractor nor any of its employees, officers, agents, or any other individual directed to act on behalf of the Contractor for any act related to this Agreement shall represent, act, or purport to act or be deemed to be the agent, representative, employee, or servant of the CTAC.

B. For Independent Contractors outside the construction industry with fewer than four employees choosing not to secure workers' compensation coverage under the Florida Workers' Compensation Act, the Independent Contractor outside the construction industry verifies that it has posted clear written notice in a conspicuous location accessible to all employees, telling employees and others of their lack of entitlement to workers' compensation benefits.

C. Policies and decisions of the Contractor, which may be represented by the Contractor in performance of this Agreement, shall not be construed to be the policies or decisions of the CTAC.

Section 34. Indemnification:

A. To the maximum extent permitted by Florida law, the Contractor shall indemnify and hold harmless the CTAC and its officers and employees from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. The Contractor agrees that indemnification of the CTAC shall extend to any and all Services performed by the Contractor, its subcontractors, employees, agents, servants or assigns.

B. The Contractor's obligation to indemnify under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the CTAC or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

C. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor insurance coverage. This indemnification provision shall survive the termination of the Agreement between the CTAC and the Contractor.

D. Nothing contained herein shall constitute a waiver by the CTAC of sovereign immunity or the provisions or limits of liability of § 768.28, Fla. Stat.

E. Paragraphs A-D do not apply to any Contractor which is a government entity

protected by Sovereign Immunity under § 768.28, Fla. Stat. For those Agencies, the Parties agree that each party shall be responsible for their own negligence and that of their employees as provided under § 768.28, Fla. Stat. without any additional waiver of sovereign immunity.

Section 35. Insurance:

A. The Contractor will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in **Attachment C**. A current Certificate of Insurance showing coverage of the types and in the amounts required is attached hereto as [**Attachment C1**].

B. Additionally, proof of automobile insurance will be required in the event the Contractor transports children as part of their program.

Section 36. Laws & Regulations:

A. The Contractor will comply with all laws, ordinances, regulations, and building code requirements applicable to the Services required by this Agreement. The Contractor is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the Services outlined in this Agreement. If the Contractor is not familiar with state and local laws, ordinances, code rules and regulations, the Contractor remains liable for any violation and all subsequent damages or fines. This section includes, but is not limited to background checks as required under Florida law for direct services involving children.

B. As described in **Attachment F**, if at any time contractor is aware of or suspects that abuse, neglect, or exploitation of children, disabled persons, or aged persons has occurred, as defined in Chapters 39 and 415, Florida Statutes, he/she is required to report immediately such known or suspected abuse or neglect to the Florida Abuse Registry by calling 1-800-962-2873.

Section 37. E-Verify.

A. Pursuant to Section 448.095, Florida Statutes, the Contractor must register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees prior to entering into this Agreement. The Contractor shall include in all contracts with subcontractors performing Work pursuant to this Agreement, an express requirement that subcontractors utilize the federal E-Verify system in accordance with the terms governing use of the system to confirm employment eligibility of all new employees hired by subcontractors during the term of this Agreement. Subcontractor shall provide the Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with unauthorized aliens and the Contractor will provide a copy of such affidavit to the CTAC. If the CTAC has good faith belief that the Contractor has violated this section the CTAC will terminate this Agreement. If the CTAC has good faith belief that a subcontractor violated this section, but the

Contractor has otherwise complied with this section, the CTAC will notify the Contractor and the Contractor will terminate its agreement with such subcontractor.

Section 38. Non-Waiver:

A. The failure of either party to exercise any right shall not be considered a waiver of such right in the event of any further default or non-compliance.

Section 39. Severability:

A. If any provisions of this Agreement shall be declared illegal, void, or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

Section 40. Entire Agreement:

A. This Agreement contains all the terms and conditions agreed upon by the Parties.

Section 41. Collusion:

A. By signing this Agreement, the Contractor declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, contractors, or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.

Section 42. Conflict of Interest:

A. The Contractor warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Contractor shall notify the CTAC of any conflict of interest due to any other clients, contracts, or property interests.

Section 43. Third Party Beneficiaries:

A. This Agreement does not create any relationship with, or any rights in favor of, any third party.

Section 44. Governing Law and Venue:

A. This Agreement is governed in accordance with the laws of the State of Florida. Venue is in Alachua County, Florida in a Court of Competent Jurisdiction.

Section 45. Construction:

A. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this Agreement.

Section 46. Project Records:

A. General Provisions:

1) Any document submitted to the CTAC may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any Contractor per § 119.011(11), Fla. Stat. Any document is subject to inspection and copying unless exempted under § 119, Fla. Stat., or as otherwise provided by law.

2) In accordance with § 119.0701, Fla. Stat., the Contractor, *when acting on behalf of the CTAC*, as provided under § 119.012(2), Fla. Stat., shall keep and maintain public records as required by law and retain them as provided by the General Records Schedule established by the Department of State. Upon request from the CTAC's Custodian of Public Records, provide the CTAC with a copy of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted under § 119, Fla. Stat., or as otherwise provided by law. Additionally, they shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3) The Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Professional does not transfer the records to the CTAC.

B. Confidential Information:

1) During the term of this Agreement or license, the Contractor may claim that some or all of information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as “Confidential Information”), is, or has been treated as confidential and proprietary in accordance with § 812.081, Fla. Stat., or other law, and is exempt from disclosure under § 119, Fla. Stat., the Public Records Law. The Contractor shall clearly identify and mark Confidential Information as “Confidential Information” or “CI” and the CTAC shall use reasonable efforts to maintain the confidentiality of the information properly identified as “Confidential Information” or “CI”.

2) The CTAC shall promptly notify the Contractor in writing of any request received by the CTAC for disclosure of the Contractor’s Confidential Information and the Contractor may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. The Contractor shall protect, defend, indemnify, and hold the CTAC, its officers, employees, and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. The Contractor shall investigate, handle, respond to, and defend, using counsel chosen by the CTAC, at the Contractor’s sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. The Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. The Contractor releases the CTAC from claims or damages related to disclosure by the CTAC. If the Contractor is a Public Contractor under the laws of the State of Florida, there shall be no claim for indemnification, but the Contractor shall identify all confidential information they provide to the CTAC.

C. Project Completion:

1) Upon completion of, or in the event this Agreement is terminated, the Contractor, *when acting on behalf of the CTAC* as provided under § 119.011(2), Fla. Stat., shall transfer, at no cost, to the CTAC all public records in possession of the Contractor or keep and maintain public records required by the CTAC to perform the service. If the Contractor transfers all public records to the CTAC upon completion or termination of the Agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion or termination of the Agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the CTAC, upon request from the CTAC’s Custodian of Public Records, in a format that is compatible with the information technology systems of the CTAC.

D. Compliance:

1) An Applicant who fails to provide the public records to the CTAC within a reasonable time may be subject to penalties under § 119.10, Fla. Stat.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF § 119, Fla. Stat., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CTAC REPRESENTATIVE AT:

E-MAIL: publicrecordrequests@childrenstrustofalachuacounty.us

PHONE: (352) 374-1830

ADDRESS: P.O. Box 5669, Gainesville, FL 32627

Section 47. Communications:

A. The Contractor shall maintain a working e-mail address and shall respond to e-mail communications from the CTAC Contract Manager within twenty-four (24) business hours from the time the e-mail was received electronically. The Contractor agrees to notify the CTAC Contract Manager of any changes in e-mail, staff, Board of Directors, postal mailing address, etc. within twenty-four (24) hours of the change. The Contractor agrees to add the e-mail and postal mailing addresses of the CTAC Contract Manager to any mailing lists utilized for the purpose of announcements, status reports, and the like. The contractor is responsible for ensuring that emails from CTAC are not diverted to its SPAM filter.

Section 48. No Religious or Sectarian Requirement:

A. In accordance with Article 1, Section 3, Florida Constitution, and other applicable law, the funding provided under this Agreement may not be used in aid of any church, sect, or religious denomination or in aid of any sectarian institution. The program shall not promote the religion of the provider, be significantly sectarian in nature, involve religious indoctrination, require participation in religious ritual, or encourage the preference of one religion over another.

Section 49. Non-Discrimination:

A. The parties agree not to discriminate against any person on grounds of race, ethnicity, national origin, color, religion, age, disability, sex, pregnancy status, gender identity, sexual orientation, marital status, genetic information, political opinions or affiliations, veteran status, or other legally protected classes under the laws of the State of Florida or the federal government.

Section 50. Force Majeure:

A. Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under the Agreement due directly or indirectly from acts of God, accidents, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, terrorism, pandemics or health crises, strikes, or labor disputes.

Section 51. Award Acknowledgement of Support:

A. The Contractor agrees to acknowledge the CTAC's support in all materials as specified on the CTAC website at:

<https://www.childrenstrustofalachuacounty.us/funding/page/provider-resources>

Section 52. Electronic Signatures.

A. The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. The County shall determine the means and methods by which electronic signatures may be used to execute this Agreement and shall provide the Contractor with instructions on how to use said method. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

Section 53. Counterparts:

A. This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via fax or e-mail with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Contract shall constitute valid and sufficient delivery in order to complete execution and delivery of this Contract and bind the parties to the terms hereof.

Section 54. Contract Documents:

This Contract consists of the following documents which are hereby incorporated as if fully set forth herein and which, in case of conflict, shall have priority in the order listed:

- A. This document, as modified by any subsequent signed amendments
- B. Any amendments to the RFP
- C. The RFP as originally issued
- D. Any Purchase Order under the Contract
- E. The Response, provided that any terms in the Response that are prohibited under the RFP shall not be included in this Contract.

WITNESS WHEREOF, the parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

CHILDREN’S TRUST OF ALACHUA COUNTY

By: _____

Colin Murphy
Executive Director

Date: _____

APPROVED AS TO FORM

Attorney for the Trust

CONTRACTOR

ATTEST (By Corporate Officer)

By: _____

Print: _____

Title: _____

By: _____

Print: _____

Title: _____

Date: _____

INCORPORATED OR ARE OTHERWISE NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS. IF SIGNATURE AUTHORITY IS PROVIDED, ATTESTATION WILL NOT BE NECESSARY.

FUNDING SOURCE

FISCAL YEAR

AMOUNT

ACCOUNT NO.

Attachment A SCOPE OF SERVICES

Enrichment Programming Description

To be inserted

Expected Frequency and Duration

To be inserted

Partner Locations

Enrichment providers will partner with eligible sites across Alachua County to offer enrichment services. Eligible sites for enrichment services must meet the following criteria and sign a site agreement with each awarded provider:

- Site must be located in Alachua County
- Site must service a high percentage of children that meet the following eligibility criteria
 - 1) children from families at or below [200% 2021](#) federal poverty threshold,
 - 2) children with Individualized Educational Plan (IEP) and/or 504 plans,
 - 3) children in foster care/kinship care, and/or
 - 4) children from families receiving SNAP benefits
- Site must service children in grades K to 12th with OST programming
- Enrichment services must not duplicate any existing services offered by the site

Staffing

Positions: All Contractors must identify one program director to administer the program. This individual will serve as the primary contact for CTAC in all matters related to the program. At the minimum, the program director will be responsible for managing and implementing the program as scope of services to ensure that the Contractor meets its responsibilities to CTAC under the contract in a timely manner.

Background Screening: All staff working in CTAC-funded programs must comply with Level 2 background screening and fingerprinting requirements in accordance with § 943.0542, Fla. Stat., § 984.01, Fla. Stat., § 435, Fla. Stat., § 402, Fla. Stat., § 39.001, Fla. Stat., and § 1012.465, Fla. Stat. as applicable. The program must maintain staff personnel files which reflect that a screening result was received and reviewed to determine employment eligibility prior to employment. An Affidavit of Good Moral Character must be completed prior to hire for each employee, volunteer, and subcontracted personnel who work in direct contact with children. Program providers will be required to re-screen each employee, volunteer and/or subcontractor every five (5) years.

OST Enrichment Services

A) Cost per Session:

B) # of Sessions expected between April 2022- September 2022

Attachment B

Program Budget

Attachment B-1
Program Budget Narrative

Attachment C: Insurance Requirement

TYPE "B" INSURANCE REQUIREMENTS

"Professional or Consulting Services"

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, their agents, representatives, employees, or subcontractors.

I. COMMERCIAL GENERAL LIABILITY.

Coverage must be afforded under a per occurrence form policy for limits not less than \$200,000 General Aggregate, \$300,000 Products/Completed Operations Aggregate, \$300,000 Personal and Advertising Injury Liability, \$200,000 each Occurrence, \$50,000 Fire Damage Liability, and \$5,000 Medical Expense.

II. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY.

- C. Coverage to apply for all employees at STATUTORY limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.
- D. Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

III. PROFESSIONAL LIABILITY or ERRORS AND OMISSIONS LIABILITY (E&O).

Professional (E&O) Liability must be afforded for not less than \$200,000 each claim, \$300,000 policy aggregate, required for Capital but not for Services.

IV. OTHER INSURANCE PROVISIONS.

A. All Coverages

1. The Contractor shall provide a Certificate of Insurance to the Children's Trust of Alachua County with a thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under "claims made" form the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.
2. Contractors shall include all subcontractors as insured under its policies. All subcontractors shall be subject to the requirements stated herein.

CERTIFICATE HOLDER: Children's Trust of Alachua County

**Attachment C1: Insurance Requirement
Certificate of Insurance**

**Attachment D
Deliverables**

| DATE RANGE | DELIVERABLE | EVIDENCE | DUE DATE |
|-------------------------|---|---|-------------------------------------|
| Date of Award –May 2022 | 1. Program Preparation | <input type="checkbox"/> Certificate of Insurance <input type="checkbox"/> Affidavit Letter outlining screening of all staff and volunteers. <input type="checkbox"/> Verified in Philanthropy Hub (Nonprofits only) | TBD - May 2022 |
| Estimated April 2022 | 2. Attend Provider training | <input type="checkbox"/> Training attendance | TBD |
| April – September 2022 | 3. Implement the enrichment services # of sites # of sessions | <input type="checkbox"/> Attendance Sheets <input type="checkbox"/> Monthly Invoice | Due 15 th of Every Month |
| June 2022 | 4. Interim Report | <input type="checkbox"/> Submission on CTAC data collection tools | Due June 15 th , 2022 |
| September 2022 | 5. Submit end of Program Narrative | <input type="checkbox"/> Attendance Sheets <input type="checkbox"/> Final Invoice In addition, submit the following <input type="checkbox"/> End-of-Program Narrative <input type="checkbox"/> Partner Site Satisfaction Surveys (online) | September 15 th , 2022 |

NOTE: An Affidavit Letter is a letter on Contractor letterhead and clearly states that all staff and volunteers have completed the screening and completed Affidavits of Good Moral Character prior to the commencement of the program.

**Attachment E
Performance Measures**

| Quantity: How much? | FY22 Target |
|---|--------------------|
| # of Sites Served | TBD |
| # of Sessions | TBD |
| Quality/Effort: How well are services provided? | FY22 Target |
| Avg Session Attendance | TBD |
| Activity Monitoring (developed by CTAC staff) | Fully Compliant |
| Client Benefits: Is anyone better off? | |
| Partner Satisfaction Surveys (developed by CTAC staff) | TBD |

Attachment F Data and Reporting

| PARTICIPANT DATA | |
|---|--|
| DATA REQUIREMENT | Data Collection Tool |
| <p><u>Partner Site Information:</u> Providers are expected to collect and report the following for each partner site they provide enrichment programming for:</p> <ul style="list-style-type: none"> • Site Name • Site Address (street, city, state, zip) • Organizational Contact (name of person at the organization who is arranging and overseeing the receipt of the services) • Email • Phone number • Site Eligibility Criteria • Children Served (i.e., number of unique, unduplicated children served within the partner organization’s site) • Ages of the Children Served <p><u>Session Information:</u> Providers are expected to collect and report the following for each session facilitated:</p> <ul style="list-style-type: none"> • Session Date • Session Attendance (i.e., number of children in attendance during the session) • Service Type/Description (i.e., what was the focus of this activity? For example, Yoga, Robotics, Creative Arts, etc.) • Partner Site Satisfaction Surveys (i.e., to be completed with the organizational contact identified at the end of the session series) | <p>Provider will submit data listed for each individual partner site and session facilitated through a data collection tool provided by CTAC.</p> <p>Provider should develop, collect, and maintain attendance sheets to support the collection to be submitted to CTAC.</p> |

| PROGRAM QUALITY MEASURES | |
|--|--|
| DATA REQUIREMENT | Data Collection Tool |
| <p><u>Satisfaction Survey:</u> Providers are expected to administer site partner satisfaction surveys</p> | <p>CTAC provided data collection tool.</p> |
| <p><u>Personnel Records:</u> Providers shall maintain a personnel file for each staff involved in the program, including in-kind staff and volunteers. Each file should contain, at a minimum, background screening results, proof of required trainings, and any required certifications or licensures.</p> | <p><u>Staff Qualifications:</u> Providers are expected to hire and retain staff and subcontractors with the necessary qualifications/credentials. Providers are expected to produce proof of required experience, education, and certifications/licensures as specified in Scope of Services</p> |

| | Due Date* | What to Report |
|-------------------|--------------------------------|--|
| Enrichment | 15 th of Each Month | - Invoice based on sessions delivered |
| | September 15th | <ul style="list-style-type: none"> - Final report - Finalized data (partner and session information, surveys) - Provider End of Summer Reflection survey - Final invoice |